



**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR**



KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 464
LOS ANGELES, CA 90012

MARK J. SALADINO
TREASURER AND TAX COLLECTOR

TELEPHONE
(213) 974-2030

May 29, 2003

FACSIMILE
(213) 626-1701

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

RECOMMENDATION TO APPROVE AN AGREEMENT WITH CORE BUSINESS TECHNOLOGIES FOR THE PROVISION OF AN AUTOMATED CASHIERING SYSTEM AND AUTHORIZE THE TREASURER AND TAX COLLECTOR TO EXECUTE A RELATED SOFTWARE ESCROW AGREEMENT AND APPROVE AN APPROPRIATION ADJUSTMENT TO FUND THE PROJECT

(3 VOTES)

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATIONS ()
DISAPPROVE ()**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign an agreement with CORE Business Technologies (CORE) for a five-year term, with an option to extend two additional years, effective upon Board approval, to provide the Treasurer and Tax Collector (TTC) with a turn-key Automated Cashiering System, with a total maximum County obligation of four hundred eighty-nine thousand one hundred seventy-five dollars (\$489,175).
2. Delegate authority to the Treasurer and Tax Collector to execute a tri-party Escrow Agreement (Attached as Exhibit F of the Agreement) with CORE, and John Earle, Esquire (Escrow Agent) to provide software escrow services for the Automated Cashiering System.
3. Approve the attached Appropriation Adjustment in the amount of three hundred eighty-seven thousand dollars (\$387,000) to transfer appropriation authority from fixed assets to services and supplies to appropriately fund the agreement with CORE for the Automated Cashiering System.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

TTC's existing automated cashiering system processes over 250,000 payment transactions, which includes 115,000 cash transactions and 135,000 check transactions, annually. The system issues a receipt upon completion of each transaction and stores a record of the transaction in a database. Currently, checks are physically delivered to the TTC Remittance Processing Center for encoding, endorsement and deposit after each cashier has balanced out for the day. Accounts receivable posting information is captured and transmitted to various host systems during day-end processing by the current cashiering system. The system also maintains an inventory of approximately 55,000 Deposit Permits annually and assigns new Deposit Permit numbers to all Deposit Permits. This system, which is over seven years old, can no longer store payment transaction data and the cost of maintaining the system is no longer cost effective.

The recommended agreement with CORE will provide for a stand-alone automated cashiering system using the latest automated cashiering technology to replace TTC's current system. The agreement includes hardware (such as servers, workstations, and peripherals), software and network installation, training and ongoing maintenance and support for thirteen (13) cashier window stations and two (2) back area office workstations, and two (2) remote workstations for Lancaster. It provides all of the functionality of the existing cashiering system plus image capture to facilitate payment research, on-line payment look up to permit the processing of payments for customers that do not have their bill and to process credit card payments where authorized.

Implementation of Strategic Plan Goals

Board approval of this contract is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. The agreement provides for a stand-alone, turn-key automated cashiering system which supports TTC mandated operations of collecting secured and unsecured property taxes. It enables TTC to process payment transactions for deposit, thus maintaining the County's cash flow and interest earnings. In addition, the system will provide expeditious processing of payments at the cashier windows using online account look up for tax payments, and the capturing of images of the checks and payment stubs to facilitate the research of payment transactions for public inquiries.

FISCAL IMPACT/FINANCING

The maximum County obligation under the proposed agreement is \$489,175, of which \$386,011 is for the system acquisition costs, including hardware and software maintenance cost during the first year of the agreement; \$83,164 is for ongoing hardware and software maintenance and support for the remainder of five year term of

the agreement, and \$20,000 for other professional services such as program modifications.

The Department has \$387,000 specifically budgeted in the current 2002-2003 fiscal year for acquisition of the system in its Fixed Assets appropriation. The transfer of these funds to Services and Supplies appropriation will correctly allow the Department to fund the automated cashiering system, which primarily reflects expenditures for software and professional services.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

The County's CAO Risk Manager has approved the indemnification and insurance provisions of the agreement. Additionally, the County's Chief Information Officer concurs with the Department's recommendation. Throughout this project, County Counsel has been involved extensively in the development, negotiation, and review of the proposed agreement. The attached agreement has been reviewed and approved as to form by County Counsel.

The agreement contains the required provisions pertaining to compliance with the County's Jury Service Program, Child Support Program, Consideration of GAIN/GROW Participants for Employment, Recycled Bond Paper, when the Contract Term reaches six months of expiration, when expenditures reach 75% of the Contract Sum, termination for non-adherence of County Lobbyist Ordinance, and Determination of Contractor Responsibility and Contractor Debarment.

The agreement also includes a description of contractor performance requirements, allowing the County to monitor the contractor's performance to ensure quality and successful completion of the project in a timely manner and provides monetary assurance provisions for non-performance.

The agreement has excluded the provision for Contractor Notification To Employees Regarding The Safely Surrendered Baby Law. As stated in Board Policy 5.135, the purpose is to prevent the abandonment of newborn babies in Los Angeles County. In that CORE is headquartered outside Los Angeles County, i.e., the state of Rhode Island, its employees will not be affected by this policy.

CONTRACTING PROCESS

In accordance with the County's competitive procurement process, a Request for Proposals (RFP) for the provision of an Automated Cashiering System was released on October 7, 2002. The RFP solicited proposals for a stand-alone system (Option A) and/or a system that would be integrated with TTC's current remittance processing and image archive system (Option B). RFPs were issued to fifty-three (53) prospective firms listed on Attachment I. Four (4) proposals were received and rated by an evaluation

Honorable Board of Supervisors
May 29, 2003
Page 4

committee. Three firms submitted proposals in response to Options A and B, and one firm responded with an Option B proposal only.

Upon evaluation of the proposals submitted, CORE was selected by the evaluation committee for recommendation of a contract award. The CORE proposal was complete, detailed and responsive to the RFP. Their proposal demonstrated a good understanding of the statement of work and TTC requirements.

The recommended agreement is not a Proposition A agreement because of the extraordinary professional and technical nature of the services being provided. Therefore, the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended agreement.

Minority and women owner/employee statistics for the four responding firms are shown in Attachment II. Upon final analysis and consideration of award, CORE was selected without regard to race, gender, color or creed.

IMPACT ON CURRENT SERVICES

There is no negative impact on current services. Approval of the agreement will allow TTC to continue to efficiently process payments and enhance services to the public.

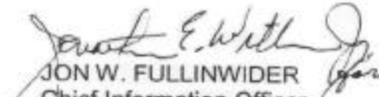
CONCLUSION

Instruct the Executive Officer/Clerk of the Board to return two (2) signed originals of the agreement to the Treasurer and Tax Collector and one adopted stamped copy of the Board letter.

Respectfully submitted,


MARK J. SALADINO
Treasurer and Tax Collector

Reviewed by:


JON W. FULLINWIDER
Chief Information Officer
(See attached CIO Analysis)

MJS:MH:dhh

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Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

ATTACHMENT I

Angela M. Kneeland
Advanced Financial Solutions
11718 Barrington Court, #355
Los Angeles, CA 90049

Ryan Schoenfeld
AmCad
5047 Albrecht Lane
Warrenton, VA 20187

Marie Espinoza
Anacomp, Inc.
12365 Crosthwaite Circle
Poway, CA 92064-7104

Susan McCarley
BancTec, Inc.
4851 LBJ Freeway, Suite 100
Dallas, TX 75244

Warren Winterbottom
Bentley Systems, Inc.
690 Pennsylvania Dr.
Exton, PA 19341-1136

Steve Strong
ASIX, Inc.
10900 NE 8th Street, Suite
700
Bellevue, WA 98004

Brian McCreary
Canon
707 Wilshire Blvd., Suite 5450
Los Angeles, CA 90017

CAP Automation
3500 Marquita Dr.
Fort Worth, TX 76116

Don Samuels
Check Solutions
3400 Players Club Pkwy.,
#200
Memphis, TN 38125

Roger Blake
Ciber, Inc
2150 River Plaza Dr., Suite 400
Sacramento, CA 95833

Donald Beckhart
Comp USA
9380 Warner Ave.
Fountain Valley, CA 92703

Computer Associates
International
One Computer Associates
Plaza
Islandia, NY 11788-7000

Kelly Varatta
CORE Business Technology
2224 Pawtucket Ave.
East Providence, RI 02914-1784

Dee Johnson
CPS Systems, Inc.
3400 Carlisle, Suite 500
Dallas, TX 75204

Jane Ghesquiere-Vogel
Creditron Corporation
2316 Delaware Ave., Suite
217
Buffalo, NY 14216

Bonnie La Mothe
Ease 4 U, Inc.
2700 N. Main, Suite 310
Santa Ana, CA 92705

Michael Loria
Eastman Software, Inc.
600 Technology Park Dr.
Billerica, MA 01821-4130

Jim Schulte
File Net Corporation
3565 Harbor Blvd.
Costa Mesa, CA 92626

Joan Skimmons
Fiserv
255 Fiserv Dr.
Brookfield, WI 53045

Jim Sowers
G.G. Pulley & Associates, Inc.
4600 Columbine Ave., N.E.
Albuquerque, NM 87113-2236

Govolution
1250 24th Street, NW,
Suite 300
Washington, DC 20037

John Charles
IA Corporation
1900 Powell St.
Emeryville, CA 94608-1840

Mark Brousseau
ImageScan Inc.
4429 Forbes Blvd.
Lanham, MD 20706

Paul J. Collins, Jr.
Imnet Systems, Inc.
3015 Windward Plaza
Alpharetta, GA 30005

Dan Petersen
Informed Decisions Corp.
2381 Mariner Square Dr., Ste 400
Alameda, CA 94501

Aggie Frizzel
Intergraph Corporation
One Madison Industrial Park
Huntsville, AL 35894-0001

Andrea Kauppila
Island Software Corp.
715 Sutter St.
Folsom, CA 95630-2546

Colleen Alley
J & B Software
P.O. Box 2266
Redwood City, CA 94064-2266

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KPMG Consulting
355 S. Grand Avenue
Los Angeles, CA 90071-1568

Lori Buchanan
Mitek Systems
10070 Carroll Canyon
Road
San Diego, CA 92131

Edmund Wilsbach
Mosaix, Inc.
6464 185th Avenue, N.E.
Redmond, WA 98052-5032

Mike Fenton
NCR
6232 Peridot Ave.
Alta Loma, CA 91701-2542

Bob Milanesi
Netvantage, Inc.
4100 Vanetta Place
Studio City, CA 91604

Ted Bell
Panini North America
577 Congress Park Dr.
Dayton, Ohio 45459

Paul Parrish
PAR Technology
6555 Sugarloaf Pkwy, Ste 307-
230
Deluth, GA 90097

Tom Spencer
PCI
4893 West Water Avenue,
Suite E
Tampa, Florida 33634

Elvira Gutierrez
Promark Alliance Co.
20651 Valero Street
Winnetka, CA 91306

**Quadrant Systems
Incorporated**
6890 E. Sunrise Drive #120
Tucson, AZ 85750

RCI Image Systems
1210 West Jon Street
Torrance, CA 90502

Bruce Randall
Revenue Plus
14300 SE First Street
Vancouver, WA 98684

Larry Tong
RT Lawrence Corp.
14111 Freeway Drive, Suite 200
Sante Fe Springs, CA 90670

Larry Haworth
SalePoint, Inc.
9909 Huennekens St.
San Diego, CA 92121

Scott Modde
SCI
121 Hunter Ave., Ste. 100
St. Louis, MO 63124

Kevin Hogan
Standard Register
7231 Boulder Avenue, #803
San Bernardino, CA 92346-3313

Ronald E. Hensley
Systems Concepts Inc.
7005 Corporate Way
Dayton, Ohio 45459

Chuck Gillum
Systems Innovators, Inc.
10550 Deerwood Park Blvd., Ste. 700
Jacksonville, FL 32256

Brett Gordon
Technology Unlimited
318 Mira Loma
Glendale, CA 91204

Glen Bachman
V.P. Business
Development
Tellermate, Inc.
4038 Flowers Road
Atlanta, GA 30360

Carl Berlin
The Marketing Group
1940 W. Oranewood, Ste. 110
Orange, CA 92868

Marco Robles
Unisys Information Services
25725 Jeronimo Road
Mission Viejo, CA 92691

**United Systems &
Software, Inc.**
205 Ash Street
P.O. Box 547
Benton, KY 42025

Doug Wallace
Wausau Financial Systems
9 Indianhead Drive
P.O. Box 37
Mosinee, WI 54455-0037

Adam Torab
Wave Imaging & Conversion
1765 Fourth Street, Ste. 100
San Diego, CA 92101

ATTACHMENT II

**FIRM/ORGANIZATION INFORMATION AS PROVIDED BY PROPOSERS
AUTOMATED CASHIERING SYSTEM**

This information was gathered for statistical purposes only. On final analysis and consideration of award, selection was made without regard to gender, race, creed or color.

FIRM INFORMATION		CORE Business Technology		SalePoint, Inc.		Wausau Financial Systems		Infocorp. Computer Solutions Ltd.	
Cultural/Ethnic Composition		#	% of Ownership	#	% of Ownership	#	% of Ownership	#	% of Ownership
OWNERS/PARTNERS	Black/African American	0	0%	0	0%	0	0%		*
	Hispanic/Latin American	0	0%	0	0%	0	0%		*
	Asian American	0	0%	1	.976%	0	0%		*
	American Indian/Alaskan	0	0%	0	0%	0	0%		*
	All others	2	100%	3	99.024%	3	100%		*
	Women (included above)	0	0%			0	0%		*
		#		#		#		#	
MANAGERS	Black/African American	0		0		0		*	
	Hispanic/Latin American	0		1		0		*	
	Asian American	0		2		1		*	
	American Indian/Alaskan	0		0		0		*	
	All others	4		12		52		*	
	Women (included above)	1		6		18		*	
STAFF	Black/African American	0		2		3		*	
	Hispanic/Latin American	0		3		2		*	
	Asian American	4		5		5		*	
	American Indian/Alaskan	0		0		1		*	
	All others	50		36		302		*	
	Women (included above)	22		9		128		*	
TOTAL # OF EMPLOYEES		56		65		369		*	
BUSINESS STRUCTURE		Corporation		Corporation		Corporation		*	
Certified as Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise?		No		No		No		*	

* No information provided by firm.

CIO ANALYSIS
TREASURER AND TAX COLLECTOR
AGREEMENT WITH CORE BUSINESS TECHNOLOGIES
AND RELATED SOFTWARE ESCROW AGREEMENT WITH CORE
AND JOHN EARL, ESQUIRE

CIO RECOMMENDATION: **APPROVE** **APPROVE WITH MODIFICATION**
 DISAPPROVE

Contract Type:
 New Contract **Contract Amendment** **Contract Extension**
 Sole Source Contract

New/Revised Contract Term: **Base Term: 5-Yrs** **# of Option Yrs: 2**

Contract Components:
 Software **Hardware** **Telecommunications**
 Professional Services

Project Executive Sponsor: John McKinney, Operations Chief, Banking and Remittance

Budget Information :

Y-T-D Expenditures	\$
Requested Contract Amount	\$ 489,175
Aggregate Contract Amount	\$ 489,175

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards? A web-based application was preferred, only one proposal met this requirement and its limited functionality and higher cost lowered its ranking in the evaluation process.

Project/Contract Description:

The Treasurer and Tax Collector (TTC) is requesting Board approval of an agreement with CORE Business Technologies (CORE) for hardware, software and support services required to implement a turn-key Automated Cashiering System (ACS) and continuing system maintenance. Also, the Department is requesting that the Board delegate authority to execute a related tri-party software escrow agreement with CORE and John Earle, Esquire (Escrow Agent). This agreement has a term of five years with the option for two one-year extensions. The County's maximum obligation shall not exceed \$489,175. The department will be required to return to the Board for an amendment of the agreement to execute the option years and to increase the increase the County's maximum obligation.

Background:

TTC's existing ACS is a Unix-based system using dumb terminals and was implemented in 1996. It processes over 250,000 payment transactions annually and stores approximately 55,000 Deposit Permits. While currently meeting TTC's basic cashiering needs, the existing ACS lacks key functionality and operates on obsolete hardware and peripheral equipment that is no longer supported by the vendor. Also, the existing system has limited capability to store payment transaction data and has no redundancy or back-up hardware.

TTC is requesting approval of this agreement with CORE to replace the existing ACS with a modern, Windows based client/server, payment processing system. This new system will support 13 cashier window stations and two back office workstations at the Kenneth Hahn Hall of Administration and two remote workstations for the Department's Lancaster office. It supports the cashiering functionality residing in the existing ACS and provides additional functionality to meet TTC business needs. Although the RFP stipulated a web-based application was preferred, only one proposal met this requirement and its limited functionality and higher cost lowered its ranking in the evaluation process.

Project Justification/Benefits:

This system provides new functionality that simplifies end-of-day balancing, supports on-line payment look up to permit processing of payments for customers with no billing information, permits on-line credit card processing, and supports check imaging capture. In addition, the new system provides redundant back-up storage of transaction data which is one action to sustain continuous collection processing in the event of a system failure.

Project Metrics

The TTC has identified specific tasks and deliverables tied to milestone dates for each phase of the system's implementation. The contract identifies an escalation process that could lead to monetary penalties for deficient performance.

Impact If Proposal Is Not Approved:

The Department's ability to improve payment processing of secured and unsecured property taxes will be constrained if the Board does not approve this amendment. The existing ACS is vulnerable to failure due to obsolete hardware and is expensive to maintain and operate.

Alternatives Considered:

The existing ACS is vulnerable to failure due to obsolete hardware and is expensive to maintain and operate. The Department conducted competitive solicitation process and released a Request for Proposals (RFP) for the provision of an Automated Cashiering System was released on October 7, 2002. The RFP was issued to 53 prospective firms and upon evaluation of the proposals submitted, CORE's proposal was deemed by TTC as the most responsive vendor.

Project Risks:

The project risks are minimal. CORE will set-up and configure the system at their facility based on the TTC's requirements and specifications. CORE is scheduled to install, test, and implement the fully configured system hardware and software for production use at the Department's location prior to tax season in October 2003 to minimize business disruption.

Risk Mitigation Measures:

The system application software, operating system software, and hardware will be set-up, configured and tested at the vendor's facility before full implementation at TTC. Implementation of the system is targeted for October 2003 to mitigate potential disruptions in TTC operations. If the system does not successfully pass its acceptance test, a decision can be made to use the existing system through the next tax season.

Financial Analysis:

The maximum contract amount of the Amendment is \$489,175, of which \$386,011 is for system acquisition cost that includes the first year hardware and software maintenance cost, and \$83,164 for ongoing hardware and software maintenance services over the remaining four years of the Agreement. The contract maximum also includes \$20,000 in "pool dollars" (a contingency) for professional and specialized services. The Department has funds appropriated in its current budget to cover the maximum amount of the amendment.

CIO Concerns:

None

CIO Recommendations:

The CIO recommends approval of this agreement.

CIO APPROVAL

Date Received: 5/22/03
Prepared by: Greg A. Anderson
Date: 5/22/03
Approved: [Signature]
Date: 05/29/2003

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT DEPT. No. 03-8
DEPARTMENT OF Treasurer and Tax Collector May 27 16/2003

AUDITOR-CONTROLLER
THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.
ADJUSTMENT REQUESTED AND REASONS THEREFOR

ACTION FY 2002-2003
(3-VOTES)

Financial Sources

Treasurer and Tax Collector
Fixed Assets
A01-TT-10950-6030
\$387,000

Financial Uses

Treasurer and Tax Collector
Services and Supplies
A01-TT-10950-2000
\$387,000

Purpose

This adjustment is necessary to provide funding for the replacement of the Department's existing Automated Cashiering System which can no longer store payment transaction data and the cost of maintaining the existing system is no longer cost-effective.

Anthony Yakinovich
Anthony Yakinovich, Assistant
Treasurer and Tax Collector

CHIEF ADMINISTRATIVE OFFICER'S REPORT

ACTION		APPROVED AS REQUESTED <input checked="" type="checkbox"/>	AS REVISED
RECOMMENDATION		May 28 2003	<i>Robert J. Murch</i>
AUDITOR-CONTROLLER	BY <i>John Naino</i>	APPROVED (AS REVISED):	19
ID 262	MAY 28 2003	BOARD OF SUPERVISORS	DEPUTY COUNTY CLERK

SEND 6 COPIES TO THE AUDITOR-CONTROLLER



**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR**

AGREEMENT

**FOR THE PROVISION OF AN
AUTOMATED CASHIERING SYSTEM**

BETWEEN

CORE BUSINESS TECHNOLOGIES

AND

THE COUNTY OF LOS ANGELES

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**AGREEMENT
BETWEEN COUNTY OF LOS ANGELES
AND
CORE BUSINESS TECHNOLOGIES
FOR AUTOMATED CASHIERING SYSTEM**

RECITALS

This Agreement is made and entered into as of the Effective Date by and between the County of Los Angeles (hereinafter "County") and Core Business Technologies a Rhode Island corporation (hereinafter "Contractor"), based upon the following recitals:

WHEREAS, the County seeks to acquire a "turn-key" automated cashiering system, which will replace the system currently being used to accept payments processed by its Treasurer and Tax Collector Department (hereinafter "TTC"); and

WHEREAS, Contractor has represented that it has the professional skills, technological capabilities, and experience to accomplish the foregoing without interruption of County's current operations, and to provide the products, services, features, and functionality described herein; and

WHEREAS, Contractor has submitted a proposal to TTC for provision of such products, services, features, and functionality, and based on competitive sealed bidding, Contractor has been selected by TTC for recommendation to the County Board of Supervisors for award of such Agreement; and

NOW THEREFORE, in consideration of the foregoing, all of which are incorporated as a part of this Agreement, and the mutual covenants of the parties as set forth below, the parties hereto hereby further agree as follows:

1.0 APPLICABLE DOCUMENTS

1.1 This base document, along with Exhibits A, B, C, D, E, and F, as described in Subsection 1.2.1 below, and attached hereto, along with Exhibits G and H, described below but not attached hereto, are all incorporated herein by reference, and collectively form, and are throughout and hereinafter referred to as, the "Agreement."

1.2 In the event of any conflict and/or inconsistency in the definition and/or interpretation of any word, responsibility, schedule, and/or the contents and/or description of any task, deliverable, service, and/or other work, and/or otherwise, between and/or among this base document and/or the Exhibits, such conflict and/or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following descending priority:

1.2.1 EXHIBIT A – Statement of Work.

1.2.1.1 Appendix A – Final Design Document, to be created and delivered as per Deliverable 3.3, Exhibit A (Statement of Work).

1.2.1.2 Appendix B - Business Requirements

1.2.1.3 Appendix B1 – Cashiering System Receipt Elements

1.2.1.4 Appendix B2 – Department Number List

- 1.2.1.5 Appendix B3 – Payment Codes
- 1.2.1.6 Appendix B4 – Charge Codes
- 1.2.1.7 Appendix B5 – Image Export File Formats
- 1.2.1.8 Appendix B6 – Custom Reports
- 1.2.1.9 Appendix B7 – Scanline Definitions and Rules
- 1.2.1.10 Appendix B8 – Host/Suspense Files
- 1.2.1.11 (Reserved)
- 1.2.1.12 Appendix C – Project Schedule
- 1.2.1.13 Appendix D – Schedule of Payments
- 1.2.1.14 Appendix E – Schedule of Maintenance

- 1.2.2 EXHIBIT B1 - Contractor Employee Acknowledgment Confidentiality, and Copyright Assignment Agreement.

- 1.2.3 EXHIBIT B2 – Non-Employee Acknowledgment Confidentiality, and Copyright Assignment Agreement.

- 1.2.4 EXHIBIT C - Contractor’s EEO Certification.

- 1.2.5 EXHIBIT D - Schedule of Hardware and Software .

- 1.2.6 EXHIBIT E – Jury Service Ordinance

- 1.2.7 EXHIBIT F - Source Code Escrow Agreement.

- 1.2.8 EXHIBIT G - County’s Request For Proposals (10/7/02) [not attached]

- 1.2.9 EXHIBIT H - Contractor’s Proposal (1/9/03)[not attached]

- 1.3 Agreement

This Agreement, as defined in Subsection 1.1, constitutes the complete and exclusive agreement between the parties, and supersedes any and all previous and contemporaneous agreements, whether written or oral, and any and all communications between the parties, relating to the subject matter of this Agreement.

2.0 DEFINITIONS

The following terms and phrases in quotes and with initial letters capitalized shall have the following specific meaning when used in this Agreement, throughout and hereinafter:

2.1 Acceptance

“Acceptance” shall mean County’s authorized and written approval of any task, subtask, deliverable, good, service, work, or other legal consideration provided by Contractor to County.

2.2 Agreement Sum

“Agreement Sum” shall mean the maximum monetary amount that may be paid by County to Contractor, as set forth in Section 8.0 (Agreement Sum).

2.3 County

“County” shall mean the County of Los Angeles, California, districts administered by County, and all County facilities and departments, wherever located.

2.4 Custom Programming Modifications

“Custom Programming Modifications” shall mean those software modifications, object codes, and related Documentation which County may request, and which Contractor shall provide, in accordance with Section 8.7 (Other Professional Services) and Task 10 (System Design Reports for Custom Programming Modifications) shall be provided by Contractor to the Escrow Agent pursuant to Section 45.0 (Source Code Escrow).

2.5 Day(s)

“Day” or “days,” whether used with initial capitalization or not, whether singular or plural, shall mean calendar day(s) and not business day(s), unless otherwise expressly specified.

2.6 Deficiency(ies)

“Deficiency” or “Deficiencies,” whether singular or plural, shall mean and include defect(s) in design, development, implementation, materials, and/or workmanship; error(s); omission(s); deviation(s) from published and/or mutually agreed upon standards or Specifications under this Agreement which result in the System not performing in strict compliance with the provisions of this Agreement, and the Specifications.

2.7 Deliverable(s)

“Deliverable” or “Deliverables,” whether singular or plural, shall mean any task, subtask, good, service, work, or other legal consideration provided or to be provided by Contractor under this Agreement, and identified as a numbered Deliverable under Exhibit A (Statement of Work).

2.8 Effective Date

“Effective Date” shall be the date of execution of this Agreement by the County’s Board of Supervisors.

2.9 Key Deliverable

“Key Deliverable” or “Key Deliverables,” whether singular or plural, shall mean any Deliverable which is so designated in Exhibit A (Statement of Work). Time is of the essence for each Key Deliverable.

2.10 Normal Working Hours

“Normal Working Hours” means one of the following work schedules, according to individual County department policy, excluding County holidays:

- 2.10.1 “5/40,” which is normally 8 hours per day Monday through Friday (“Working Days”), with starting and ending times departmentally established;
- 2.10.2 “9/80,” which is a flexibly arranged 9 hours on each of eight Working Days in a given two-week period, plus 8 hours arranged, per department policy, on the ninth Working Day; or
- 2.10.3 “4/40,” which is normally ten hours on each of four fixed Working Days each week, with starting and ending times departmentally established.

2.11 Production Use

“Production Use” shall mean continuous use of the System by County for ninety (90) days for any purpose other than testing and/or training whereby the full and complete business functions of the County are provided without any Deficiencies.

2.12 Software

“Software” shall mean all software and interfaces, including, but not limited to, object code, source code, data structures, and related Documentation, pursuant to this Agreement that is identified in Exhibit D (Equipment and Software List). Reference to Software shall include one or more components or modules thereof or all Software in the System.

2.13 Specification(s)

“Specification” Or “Specifications,” whether singular or plural, shall mean any and/or all of the following, as applicable:

- 2.13.1 All functional and operational requirements and/or features included in Exhibit H (Contractor’s Proposal);
- 2.13.2 All specifications, requirements, and standards set forth in Exhibit A (Statement of Work), including but not limited to those set forth on Appendix B (Business Requirements) thereto;
- 2.13.3 All System performance requirements and standards set forth in this Agreement, including but not limited to Response Time;
- 2.13.4 All written or electronic materials furnished by Contractor regarding Contractor’s pre-developed and generally available software products, but only to the extent (1) not inconsistent or less than the any of the foregoing in Subsections 2.13.1 through 2.13.3, and (2) acceptable to County in its sole discretion, which pertain to any element of the System, and which outline, describe, or specify functionality, features, capacity, availability, response times, accuracy, and/or any other performance and/or other criteria for the System or any element thereof;

2.13.5 The County's Request for Proposals;

2.13.6 Contractor's response to County's Request for Proposals.

2.14 System

"System" shall mean all System Software, System Hardware, internal and external Interfaces, and services described in this Agreement. Reference to the System may include one or more components or modules thereof or the entire System.

2.15 System Final Acceptance

"System Final Acceptance" shall mean: (1) Acceptance by the County of all Key Deliverables as set forth in Section 35.0 (Acceptance by County); (2) the TTC Acceptance of final system testing; and, (3) the completion of all Tasks followed by ninety (90) days of actual, Productive Use of the system.

2.16 System Hardware

"System Hardware" shall mean all hardware supplied by Contractor. Reference to the System Hardware shall include one or more components thereof or all System Hardware in the System.

2.17 User

"User" shall mean any person or entity authorized by TTC to access or use the System or any System Component.

3.0 ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County's Project Director

County's Project Director for this Agreement shall be the following person:

John Mckinney
Operations Chief, Banking and Remittance
500 West Temple Street, Room 434
Los Angeles, CA 90012
(213) 974-2106
Email: jmckinne@co.la.ca.us

3.1.1 County shall notify Contractor in writing of any change in the name or address of County's Project Director pursuant to Section 41.0 (Notices).

3.1.2 County's Project Director shall be responsible for confirming that the objectives of this Agreement are met by Contractor, and for the overall administration of this Agreement, including maintaining all records relating thereto.

3.1.3 County's Project Director shall have the right at all times to inspect any and all Deliverables provided by or on behalf of Contractor.

3.1.4 Except as specifically set forth in Section 6.0 (Change Notices and Amendments), the County's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement, and is not authorized to further obligate County in any respect whatsoever.

3.2 County's Project Manager

County's Project Manager for this Agreement shall be the following person:

Lourdes Guerrero
Acting Manager Systems Division
500 West Temple Street, Room 409
Los Angeles, CA 90012
(213) 974-7618
Email: lguerrer@co.la.ca.us

3.2.1 County shall notify Contractor in writing of any change in the name or address of County's Project Manager pursuant to Section 41 (Notices).

3.2.2 County's Project Manager shall be responsible for confirming that Contractor complies with all technical standards and task requirements.

3.2.3 County's Project Manager shall be responsible for coordinating and monitoring the work of Contractor's personnel assigned to this project, and for confirming that this Agreement's objectives are met by Contractor. County's Project Manager shall also be responsible for:

3.2.3.1 Monitoring and reporting on Contractor's performance and progress;

3.2.3.2 Evaluating Contractor's technical performance;

3.2.3.3 Reviewing and approving Deliverables;

3.2.3.4 Coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular task; and

3.2.3.5 Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

3.2.4 County's Project Manager has full responsibility for ongoing approval of Contractor personnel pursuant to Subsection 4.4 (Approval of Contractor's Staff).

3.2.5 Except as specifically set forth in Section 6.0 (Change Notices and Amendments), the County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement, and is not authorized to further obligate County in any respect whatsoever.

4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor’s Project Director

4.1.1 Contractor’s Project Director for this Agreement shall be the following person:

George Forte
Software Engineering Manager
2224 Pawtucket Avenue
East Providence, Rhode Island 02914-1784
(401) 431-0700
Email: gforte@corebt.com

4.1.2 Contractor’s Project Director shall be responsible for Contractor’s performance and ensuring Contractor’s compliance with this Agreement.

4.1.3 Contractor’s Project Director shall meet and confer with Contractor’s Project Manager and County’s Project Director on a regular basis, and upon request by the County.

4.2 Contractor’s Project Manager

4.2.1 Contractor’s Project Manager for this Agreement shall be the following person:

Ali Mahathirash
Field Application Engineer
224 Pawtucket Avenue
East Providence, Rhode Island 02914-1784
(401) 431-0700
Email: amahathirash@corebt.com

4.2.2 Contractor’s Project Manager shall be responsible for Contractor’s day-to-day activities as related to this Agreement, including but not limited to reports to County in the manner set forth in Subsection 5.10 (Reporting by Contractor).

4.2.3 Contractor’s Project Manager shall coordinate with County’s Project Manager, or designee, on a regular basis with respect to all work being performed on active tasks and deliverables.

4.3 Contractor shall promptly notify County in writing of any change in the name or address of Contractor’s Project Manager, as per Section 41.0 (Notices).

4.4 Approval of Contractor’s Staff

4.4.1 County has the absolute right to approve or disapprove Contractor’s Project Director, Project Manager, technical staff and Customer Service Office staff assigned to work under the Agreement. Contractor shall provide County with a resume for each proposed Project Director and Project Manager and an opportunity to interview such person prior to his or her performing any work hereunder. In addition, Contractor represents and warrants that it will, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group

constituting Contractor's staff and, in particular, Contractor's Project Director, Project Manager, technical staff and Customer Service Office staff.

- 4.4.2 If Contractor wishes or needs to reassign any personnel from this Agreement, Contractor shall furnish County's Project Manager with Notice of such intention at the earliest possible time, and shall not effect any discretionary reassignment without the advance written approval by County's Project Manager. County's approval shall not be unreasonably withheld. Contractor will use its best efforts to replace reassigned or terminated employees with at least equally qualified personnel within five (5) business days of such reassignment or termination.
- 4.4.3 Contractor shall promptly provide County with resume(s) of proposed replacement(s), and an opportunity to interview such person(s) prior to County's approval.
- 4.4.4 County's approval of proposed Contractor personnel may be contingent upon Contractor personnel passing a County security check or background investigation due to the sensitive nature of certain County areas or activities. Unless otherwise specified, all Contractor and subcontractor personnel requiring access to County facilities shall be required to pass an annual security and background check.
- 4.4.5 Contractor warrants and represents that it shall, to the maximum extent possible, take all steps to ensure continuity over time of Contractor's personnel on this Agreement.
- 4.4.6 Contractor shall utilize, and permit utilization of, only personnel fully trained and experienced, and as appropriate, licensed or certificated, in the technology, trades, and/or tasks required for Contractor's performance under this Agreement.

5.0 WORK

- 5.1 Pursuant to the provisions of this Agreement, Contractor shall fully perform, complete, and deliver on time all tasks, subtasks, deliverables and services set forth herein, including but not limited to Exhibit A (Statement of Work).
- 5.2 Unless otherwise agreed in writing, such work shall be provided during County's Normal Working Hours. Access to County facilities required by Contractor at other times shall require Contractor to notify County's Project Manager.
- 5.3 Contractor shall be responsible for monitoring and controlling the number of hours worked by Contractor personnel assigned to the project.
- 5.4 If Contractor provides any tasks, subtasks, deliverables, services, or other work to County other than those specified in this Agreement, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County, under this Agreement or otherwise.
- 5.5 Right to Reject

County reserves the right to reject any tasks, subtasks, deliverables, goods, services, and/or other work not approved by County pursuant to Subparagraph 5.6 (Approval of Deliverables) hereunder or other provisions of this Agreement.

5.6 Approval of Deliverables

All Deliverables performed by, and all invoices submitted by, Contractor hereunder must receive the written approval of County's Project Manager, who shall be responsible for a detailed evaluation of Contractor's performance before approval of Deliverables and/or payment of invoices is permitted. In the event any Deficiencies by Contractor cause disapproval of any Deliverable by County's Project Manager, County may pursue any and all remedies set forth in this Agreement or as otherwise provided by law.

5.7 Working Hours

For work at County facilities, Contractor services shall be provided during Normal Working Hours unless emergencies or specifically stated requirements dictate otherwise. If Contractor requires its personnel to work more than forty hours in a given week to complete project requirements, any "overtime" or extra payments shall be borne exclusively by Contractor, and shall not be passed through to the County, as Contractor is an independent Contractor and all personnel are considered Fair Labor Standards Act (FLSA) exempt professionals.

5.8 [Intentionally omitted.]

5.9 County Furnished Items

County may, where necessary and with the approval of County's Project Manager, furnish Contractor with office equipment, computer hardware and software, related technical documentation, and use of facilities generally necessary for the work performance. All such items remain County property.

5.10 Reporting by Contractor

5.10.1 To control expenditures and to ensure the proper and timely reporting of all tasks, subtasks, deliverables, services, and other work provided by Contractor, Contractor shall provide County's Project Manager with a Project Status Report in accordance with Exhibit A (Statement of Work) Task 2. The Project Status Report shall include, without limitation, the following:

5.10.1.1 An overview of the reporting period, including issues resolved and milestones passed;

5.10.1.2 Tasks, deliverables, and services scheduled for the reporting period which were not completed;

5.10.1.3 Tasks, deliverables, and services scheduled for the reporting period which were completed;

5.10.1.4 Tasks, deliverables and services scheduled to be completed in the next reporting period;

5.10.1.5 Any issues to be resolved;

- 5.10.1.6 Any difficulties encountered by Contractor which could jeopardize the completion of the tasks, milestones or deliverables within the schedule;
- 5.10.1.7 All updates to the Project Control Document;
- 5.10.1.8 Updated milestone chart, tasks and project plans; and
- 5.10.1.9 Any other information, which County may require from time-to-time.

5.11 Transportation Expenses

County shall be responsible for all transportation expenses not to exceed \$20,000 as set forth in Exhibit A (Statement of Work) and Appendix D (Schedule of Hardware and Software) including, but not limited to, all mileage and parking expenses for all of Contractor's work under this Agreement. Contractor shall be responsible for, and shall maintain approved auto liability insurance for, and shall indemnify County from and against any and all liability in connection with Contractor personnel operating any vehicle on County-approved business.

5.12 Maintenance Services

Contractor shall provide County with maintenance services for the System as per Exhibit A (Statement of Work) Appendix B, Subsection 8.0 (Ongoing System Support Requirements).

6.0 CHANGE NOTICES AND AMENDMENTS

- 6.1 For any change which affects the scope of work, period of performance, payments, or any term or condition included in this Agreement, a negotiated Amendment to this Agreement must be prepared and executed by County's Board of Supervisors and Contractor's duly authorized representative.
- 6.2 For any change which does not affect the scope of work, period of performance, payments, or any rights or obligations of this Agreement, a Change Notice shall be prepared and executed by County's Project Director and Contractor's Project Manager.
- 6.3 To the extent that extensions of time for Contractor performance do not impact either the scope of work or cost of this Agreement, County's Project Director or designee may, in his/her sole discretion, grant Contractor no-cost extensions of time, provided that the aggregate of all such extensions during the term of this Agreement shall not exceed ninety (90) days. Contractor agrees that such extensions shall not change any other term or condition of this Agreement during the period of such extensions.

7.0 TERM

- 7.0 This Agreement shall go into effect upon the Effective Date, as defined in Subsection 2.8, and shall expire at the close of County business five (5) years thereafter, unless sooner terminated or later extended, in whole or in part, as provided herein.

- 7.1 The County shall have the irrevocable option, in its sole discretion, to extend the term of this Agreement for up to a maximum of two (2) additional years beyond its initial term, in one (1) year increments. This option may be exercised by the County, by and through the County's Project Director. To exercise the County's option, the County's Project Director shall provide to Contractor's Project Director, no later than thirty (30) days prior to the expiration of the Agreement or any extension period, written Notice of the County's intention to extend.
- 7.2 Contractor shall notify TTC when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to TTC at the address herein provided in Section 41.0 (Notices).

8.0 AGREEMENT SUM

8.1 General

Notwithstanding any other provision of this Agreement, whether expressly or by implication, the Maximum Agreement Sum authorized by County hereunder shall not exceed a total of Four Hundred Eighty-nine Thousand, One Hundred Seventy Five Dollars (\$489,175), which is throughout and hereinafter referred to as the "Maximum Agreement Sum." Further, the Maximum Agreement Sum shall be used as per the following, which are themselves the maximum amount which may be spent on each category:

Three Hundred Eighty Six Thousand, Eleven Dollars (\$386,011) for the Automated Cashiering System Acquisition Cost, first year of System Hardware Maintenance, first year of System Software Maintenance, and Transportation Expenses;

Thirty Two Thousand Three Hundred Sixty Eight Dollars (\$32,368) for Automated Cashiering System Hardware Maintenance; and

Fifty Thousand Seven Hundred Ninety Six Dollars (\$50,796) for Automated Cashiering System Software Maintenance,

Twenty Thousand Dollars (\$20,000) for Other Professional Services, a.k.a. "pool dollars."

8.2 Contractor Responsibility for Taxes

- 8.2.1 Contractor shall pay any and all taxes as are now in effect or shall hereafter be imposed or levied that may be applicable to this Agreement or any of the work performed hereunder, including, but not limited to, payroll, income, sales, and social security taxes. In no event shall such obligation(s) and/or payment(s) increase the Maximum Agreement Sum.

- 8.2.2 County shall be responsible for California Sales Tax

Notwithstanding Section 8.2.1, the County shall pay all California Sales Tax for purchase of the System directly to the State. In no event shall the obligations of this

Section 8.2.2 cause the County's aggregate payments under this Agreement to exceed the Maximum Agreement Sum.

8.2.3 Except to the extent provided in this Section 8.0 (Agreement Sum), there are no other fees, costs, or other expenses of any nature whatsoever to be paid by County under this Agreement. In particular, Contractor's participation in Management Meetings, Staff Meetings, Service Management Meetings, and Contractor preparation of reports under Subsection 5.10 (Reporting by Contractor) shall be provided at no additional cost to County.

8.3 Payment for System Hardware

County agrees to make payment to Contractor for System Hardware upon Delivery as set forth in Section 20.15 (Delivery and Risk of Loss).

8.4 [Intentionally Omitted]

8.5 County's Obligation in Future Fiscal Years

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.

8.6 [Intentionally omitted.]

8.7 Other Professional Services

Upon written request of County's Project Director made at any time and from time to time during the term of this Agreement, Contractor shall provide to County other professional services, including, but not limited to, Custom Programming Modifications, as set forth in Task 10 (Custom Programming Modifications) of Exhibit A (Statement of Work) as to which County shall make such request(s).

8.7.1 All professional services, including without limitation, Custom Programming Modifications, shall be provided by Contractor at the Fixed Hourly Rates, not to exceed \$150 during the first year to the term of this Agreement; \$165 during the second year of this Agreement; \$182 during the third year of this Agreement; \$200 during the fourth year of this Agreement; and, \$220 during the fifth year of this Agreement.

8.7.2 Custom Programming Modifications shall be provided in the manner set forth in Task 10 (Custom Programming Modifications) of Exhibit A (Statement of Work) including all Appendices thereto and shall only include enhancements relating to requirements not reflected in Exhibit A (Statement of Work) including all Appendices thereto as determined in the sole judgment of the County's Project Director.

- 8.7.3 Upon County's request for other professional services other than Custom Programming Modifications, Contractor shall provide County, within twenty (20) days of receipt of such request, a written quotation of a Maximum Total Fixed Price (including, without limitation, Contractor staff level recommendation) in response to County's request. Contractor's quotation shall be valid for sixty (60) days from submission.
- 8.8. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 8.9 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total agreement authorization under this Agreement. Upon occurrence of this event, Contractor shall send written notification to TTC at the address herein provided in Section 41.0 (Notices).

9.0 INVOICES AND PAYMENTS

- 9.1 To seek payment as allowed for the Deliverables under this Agreement, Contractor shall separately invoice County for each Deliverable approved by County's Project Manager. Each invoice shall state the following information:
- 9.1.1 The identifying County number of this Agreement;
- 9.1.2 Description of the Deliverable provided for which payment is claimed;
- 9.1.3 The amount of the Agreement Sum remaining, after subtracting previously billed and current charges; and
- 9.1.4 Copy of written approval of Deliverable by County's Project Manager.
- 9.2 County shall not pay Contractor for any amounts not specified in this Agreement.
- 9.3 All approved invoices under this Agreement shall be submitted to the County's Project Manager.
- 9.4 All invoices under this Agreement shall be submitted in two (2) copies to the following address:
- Treasurer and Tax Collector
Fiscal Services, Accounts Payable Section
500 West Temple Street, Room 464
Los Angeles, CA 90012
- 9.5 County Approval of Invoices.

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

10.0 PROHIBITION AGAINST ASSIGNMENT AND DELEGATION

10.1 Contractor shall not assign any of its rights and/or delegate any of its duties under this Agreement, either in whole or in part, without the prior express written consent of County in its sole and absolute discretion. Any unapproved assignment and/or delegation shall be null and void. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be subject to setoff, recoupment, or other reduction for any claim, which Contractor may have against County.

10.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, may result in the termination of this Agreement.

11.0 WARRANTY AGAINST CONTINGENT FEES

11.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

11.2 For breach of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, deduct or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee from any deliverable price or other consideration payable.

12.0 INDEPENDENT CONTRACTOR STATUS

12.1 This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.

12.2 Contractor shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

12.3 Contractor understands and agrees that all persons performing work pursuant to this Agreement are for all purposes, and in particular, for purposes of workers' compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor hereunder.

12.4 The employees and agents of Contractor, shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

13.0 SUBCONTRACTING

13.1 In entering into this Agreement, the County has relied on the reputation, and upon obtaining the performance, of Contractor itself. Therefore, Contractor shall not subcontract this Agreement, or any portion thereof. Any attempt by Contractor to subcontract without such consent shall be null and void, and constitutes a material breach of this Agreement.

14.0 INDEMNIFICATION AND INSURANCE

14.1 Indemnification

Notwithstanding any provision of this Agreement to the contrary, either expressly or by implication, Contractor agrees to indemnify and hold harmless County and its Special Districts, and their elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to any losses, damages, fees (including attorney and expert witness fees), costs and/or expenses, arising from or connected with Contractor's act(s) and/or omission(s) arising from and/or relating to this Agreement.

14.2 General Insurance Requirements

Without limiting Contractor's obligations of indemnification and defense of County, Contractor shall provide and maintain at its own expense during the term of this Agreement the below-described programs of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to County's Risk Manager, and certificates or other evidence of such programs and certified copies of additional insured endorsements satisfactory to County, including annual renewals and all changes/updates, shall be delivered to Treasurer and Tax Collector, Contracts Section, 500 West Temple Street, Room 464, Los Angeles, California 90012 before performance begins under this Agreement. Such evidence shall specifically identify this Agreement and shall contain the express condition that County is to be given written notice at least thirty (30) days in advance of any modification or termination of any program of insurance.

14.2.1 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

- 14.2.2 Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 14.2.3 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.
- 14.2.4 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
- 14.3 Notification of Incidents, Claims or Suits:
- Contractor shall report to the County:
- 14.3.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- 14.3.2 Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Agreement.
- 14.3.3 Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Manager.
- 14.3.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Agreement.
- 14.4 Compensation for County Costs
- In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.
- 14.5 Insurance Coverage Requirements for Subcontractors
-

The Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- 14.5.1 The Contractor providing evidence of insurance covering the activities of subcontractors, or
- 14.5.2 The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

14.6 Liability Insurance

All insurance described below shall be independent, and not merely contributory to other insurance maintained by County, shall be endorsed naming the County of Los Angeles as an additional insured, and shall include, but not be limited to, any and all coverage required in Subsections 14.7 through 14.13 below.

14.7 Comprehensive General Liability Insurance

Comprehensive general liability insurance written on a commercial general liability form or on a comprehensive general liability form covering Contractor's activities, hazards of premises/operations, products/completed operations, contractual, broad form property damage, and personal and advertising injury with a combined single limit per occurrence of not less than One Million Dollars (\$1,000,000.00) per occurrence.

- 14.7.1 If written with an annual aggregate limit, the policy limit shall be two times the occurrence limit.
- 14.7.2 If the above insurance is written on a Claims Made Form, the Contractor shall continue to name the County as an additional insured for five (5) years following the expiration or termination of this Agreement, or shall provide an extended five (5) year reporting period commencing upon expiration or termination of this Agreement.

14.8 Comprehensive Auto Liability Insurance

Comprehensive Auto Liability Insurance endorsed for all owned, non-owned and County vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence.

14.9 Workers' Compensation and Employers' Liability

- 14.9.1 A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code including employers' liability with a limit no less than Five Hundred Thousand Dollars (\$500,000), covering all persons performing work on behalf of Contractor and all risks to such persons under this Agreement.
- 14.9.2 In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$500,000
Disease – policy limit:	\$500,000
Disease – each employee:	\$500,000

14.10 Professional Liability

Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two (2) year reporting period commencing termination or cancellation of this Agreement.

14.11 [Intentionally omitted]

14.12 Performance Bond

Contractor shall furnish to County within ten (10) days after Contractor's execution of this Agreement, and in all events prior to the Effective Date, a performance bond in an amount of three hundred forty-one thousand dollars (\$341,000) effective through either (1) ninety days after County acceptance of Deliverable 8.9 (Production Use), or (2) December 15, 2003, whichever date is later. Such performance bond shall be in form and substance satisfactory to County's Risk Manager, in his/her sole discretion. Contractor shall maintain said bond in full force and effect until released by County's Risk Manager upon determination by County's Project Director that Contractor has fully performed all of its obligations under this Agreement. Any modification, extension, and/or termination of this Agreement shall in no way release Contractor or any of its sureties from any of their obligations under such performance bond. Such bond shall contain an express waiver of notice of any Change Notice and Amendments to this Agreement.

14.13 Failure to Procure Insurance

Failure on the part of Contractor to procure and maintain all insurance and the performance bond required herein shall constitute a material breach of this Agreement.

15.0 RECORDS AND AUDITS

15.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, time cards, and other employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. .

- 15.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 15.3 Failure on the part of Contractor to comply with the provisions of this Section 15.0 shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.
- 15.4 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

16.0 PUBLICITY

- 16.1 Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided herein or required by law. However, in recognizing Contractor's desire to identify its services and related clients, County shall not inhibit Contractor from publishing its role under this Agreement, so long as Contractor strictly complies with the following conditions:
- 16.1.1 Contractor shall develop all publicity material in a professional manner; During the term of this Agreement, Contractor shall not, nor authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director. The County shall not unreasonably withhold written consent; and
- 16.1.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales material that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Section 16.0 shall apply.

17.0 CONFIDENTIALITY

- 17.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

- 17.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement. The Contractor shall cause each employee performing services covered by this Agreement to sign and adhere to the “Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement”, Exhibit B1.
- 17.3 The Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to the “Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement”, Exhibit B2.

18.0 OWNERSHIP OF MATERIALS

- 18.1 [Intentionally Omitted]
- 18.2 Contractor hereby grants to County a nonexclusive, worldwide perpetual, personal, and nontransferable license to any and all Contractor software, documentation, other tangible and intangible work, which is embodied in the Deliverables.
- 18.3 Any and all materials, software, and tools which are developed or were originally acquired by Contractor outside the scope of and prior to this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified in writing by Contractor to County’s Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as “PROPRIETARY” or “CONFIDENTIAL” on each appropriate page of any document containing such material (hereafter collectively referred to as “Contractor Materials”).
- 18.4 County agrees not to reproduce, distribute or disclose to non-County entities any Contractor Materials without Contractor’s prior written consent.
- 18.5 Notwithstanding any other provision of this Agreement, County will not be obligated to Contractor in any way under Subsection 18.3 for any Contractor Materials which are not plainly and prominently marked with restrictive legends as required by Subsection 18.3, or for any disclosure which County is required to make under any state or Federal law or order of court.
- 18.6 During the term of this Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor’s working papers prepared under this Agreement. County shall have the right to inspect, copy and use at any time during and after the term of this Agreement, any and all such working papers and all information contained therein.
- 18.7 All the rights and obligations of this Section 18.0 shall survive the expiration or termination of this Agreement.

19.0 INTELLECTUAL PROPERTY INDEMNIFICATION

- 19.1 Contractor shall indemnify, defend, and hold harmless County from and against any and all liability, including but not limited to any demand, claim, action, proceeding, damage, fee, cost, and/or expense, including, but not limited to, defense costs and attorneys’ fees, for or by reason of any actual or alleged infringement by Contractor of

any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to this Agreement.

- 19.2 In the event any equipment, part thereof, or software becomes the subject of any demand, dispute, complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the System is not materially impeded, shall either:
 - 19.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or
 - 19.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or
 - 19.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

20.0 WARRANTIES

- 20.1 CONTRACTOR warrants and represents that it has full power and authority to grant the rights granted by this Agreement to COUNTY, that no consent of any other person or entity is required by CONTRACTOR to grant such rights other than consents that have been obtained and are in effect, and that neither the performance of this Agreement by CONTRACTOR, nor the license to, and use by, COUNTY and its Users of the License Products will in any way violate any non-disclosure agreement, nor constitute an infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.
- 20.2 CONTRACTOR warrants and represents that (i) all Services shall be performed in a professional and workmanlike manner; with all necessary care, skill and diligence, and in accordance and strict compliance with the Specifications and other requirements set forth herein; (ii) all Deliverables shall strictly conform to the Specifications and requirements as set forth in this Agreement, including but not limited to Exhibit A (Statement of Work), (iii) all Deliverables shall be free of Deficiencies in design, material and workmanship and shall be suitable for the purposes intended by the COUNTY.
- 20.3 CONTRACTOR represents, and warrants that there are no existing or threatened legal proceedings against CONTRACTOR that would have an adverse affect upon its ability to perform its obligations under this Agreement or its financial condition or operations.
- 20.4 CONTRACTOR represents, warrants and agrees that CONTRACTOR will not cause any unplanned interruption of the operations of, or accessibility to the Services or Licensed Products through any device, method or means including, without limitation, the use of any "virus," "lockup," "time bomb," or "key lock" device or program, or disabling code, which has the potential or capability of causing any unplanned interruption of the operations of, or accessibility of the Services or Licensed Products to COUNTY or which could alter, destroy, or inhibit the use of the Services or

Licensed Products, or the data contained therein (collectively referred to for purposes of this Section as "Disabling Device(s)") which could block access to or prevent the use of the Services or Licensed Products by COUNTY. CONTRACTOR represents, warrants and agrees that it has not placed, nor is it aware of, any Disabling Device on any Service or Licensed Products provided to COUNTY under this Agreement, nor shall CONTRACTOR permit any subsequently delivered Service or Licensed Products to contain any Disabling Device.

- 20.5 CONTRACTOR further represents, warrants, covenants and agrees that COUNTY shall be entitled to use the Licensed Products and Services without interruption. CONTRACTOR represents and warrants that this Agreement, and any Deliverable hereunder, is not subject and/or subordinate to any right and/or claim of any third party, including without limitation CONTRACTOR's creditors. Further, CONTRACTOR represents and warrants that during the term of this Agreement, it will not encumber or otherwise subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of COUNTY, and without providing in such subordination instrument for non-disturbance of COUNTY's use of the Licensed Products or Services in accordance with this Agreement.
- 20.6 CONTRACTOR further covenants and warrants that CONTRACTOR shall at no cost to COUNTY correct any and all Deficiencies in any Licensed System or Service.
- 20.7 CONTRACTOR represents, warrants and agrees that the System shall strictly comply with the terms of this Agreement, including, but not limited to, Exhibit A (Statement of Work). CONTRACTOR shall use its best efforts to confirm the existence of and correct all reported Deficiencies. In the event of any failure to meet the requirements of this Section 20, then CONTRACTOR, at no cost to COUNTY, shall be responsible to configure, purchase, and implement all hardware and software components and secure additional staffing necessary to remedy the situation.
- 20.8 It is understood and agreed by the parties that CONTRACTOR's representations and warranties are set forth throughout this Agreement and are not confined to this Section 20.0 nor are such intended to be mutually exclusive of the other(s).
- 20.9 CONTRACTOR shall assign to COUNTY to the fullest extent permitted by law or by agreement and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any of hardware, software or any other product or service provided hereunder shall fully extend to and be enjoyed by COUNTY at no additional charge.
- 20.10 Contractor warrants and represents that the System shall strictly comply with and function according to the Specifications.
- 20.11 Contractor warrants and represents that the Equipment as set forth on Appendix D (Schedule of Hardware and Software) shall be adequate and sufficient for the System to strictly comply with and function according to the Specifications.
- 20.12 Contractor warrants it shall promptly correct any and all defects, Deficiencies, errors and/or omissions in the tasks, Deliverables, services, and other work provided pursuant to this Agreement. Such correction by Contractor shall be at no cost to County.

- 20.13 Contractor further warrants and represents that for the term of this Agreement:
 - 20.13.1 The System shall strictly comply with the Specifications, requirements, standards, and representations set forth in this Agreement, and shall be free of any and all Deficiencies;
 - 20.13.2 All Deliverables shall be provided and/or performed in a timely and professional manner by qualified personnel. Time is of the essence for Contractor's performance under this Agreement;
 - 20.13.3 [Intentionally Omitted]
 - 20.13.4 The System components shall be capable of interconnecting and/or interfacing with each other, and when taken together, shall be capable of delivering the functionality set forth in this Agreement;

20.14 Warranty Pass Through

Contractor shall as of the Effective Date assign to County to the fullest extent permitted by law or agreement and shall otherwise ensure that the benefit of any applicable warranty and/or indemnity offered by any manufacturer of any of the System Hardware, System Software, Interfaces, and/or other product or service provided hereunder shall fully extend to and be enjoyed by County.

20.15 Delivery and Risk of Loss

Contractor shall bear the full risk of loss due to total or partial destruction of any and all System Hardware, and/or System Software until such items are delivered to and accepted in writing by County as evidenced by the County's signature on delivery documents..

21.0 COMPLIANCE WITH APPLICABLE LAW

- 21.1 Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
- 21.2 Contractor shall indemnify, defend, and hold harmless County from and against any and all liability, including but not limited to any damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its employees, agents, or subcontractors of any such laws, rules, regulations, and ordinances.

22.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act (FLSA), and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, FLSA, for work

performed by Contractor's employees for which County may be found jointly or solely liable.

23.0 NONDISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION

- 23.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, physical-handicap marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 23.2 Contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification).
- 23.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 23.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 23.5 Contractor certifies that it is in compliance with all Federal, State, and local laws, including, but not limited to:
- 23.5.1 Title VI, Civil Rights Act of 1964;
 - 23.5.2 Section 504, Rehabilitation Act of 1973;
 - 23.5.3 Age Discrimination Act of 1975;
 - 23.5.4 Title IX, Education Amendments of 1973, as applicable; and
 - 23.5.5 Title 43, Part 17, Code of Federal Regulations, Subparts A & B; and
 - 23.5.6 That Contractor shall subject no person, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap, to discrimination as to any privileges or uses granted by this Agreement or under any project, program or activity supported by this Agreement.
- 23.6 Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Section 23.0 when so requested by County.
- 23.7 If any provision of this Section 23.0 is violated, such violation shall constitute a material breach of this Agreement upon which County may terminate or suspend this

Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

23.8 The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of Five Hundred Dollars (\$500.00) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

24.0 EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor warrants that it fully complies with all Federal statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its agents, officers, and employees from and against any employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

25.0 CAPTIONS AND SECTION HEADINGS

Caption, Section, and Subsection headings used in this Agreement are for convenience only, are not part of the terms and conditions of this Agreement, and shall not be used in interpreting any provision.

26.0 WAIVER

No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 26.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

27.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all

purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

28.0 SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected, unless the essential purposes of this Agreement would be materially impaired thereby.

29.0 CONTRACTOR HIRING

29.1 Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List

Should Contractor require additional or replacement personnel after the Effective Date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified former, County employees who are on a re-employment list during the life term of this Agreement.

29.2 Consideration of Hiring GAIN/GROW Program Participants

29.2.1 Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

29.2.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

29.3 Prohibition Against Inducement or Persuasion

Notwithstanding the above, Contractor and County agree that, during the term of this Agreement and for a period of one (1) year following its termination or expiration, neither party shall in any way induce or persuade any employee of one party to become an employee or agent of the other party. This Subsection 29.3 shall not apply to any hiring initiated through a general public announcement.

30.0 TERMINATION FOR INSOLVENCY

30.1 County may terminate this Agreement forthwith in the event of the occurrence of any of the following events of insolvency:

30.1.1 If Contractor ceases to pay its debts for at least sixty (60) days in the ordinary course of business, or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of Federal Bankruptcy Code;

- 30.1.2 The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code with Contractor as debtor thereunder;
- 30.1.3 The appointment of a Receiver or Trustee for Contractor; or
- 30.1.4 The execution by Contractor of a general assignment for the benefit of creditors.
- 30.2 The rights and remedies of County provided in this Section 30.0 shall not be exclusive and are in addition to any other rights and remedies provided at law, in equity, and/or under this Agreement.

31.0 TERMINATION FOR DEFAULT

- 31.1 County may, by written Notice to Contractor, terminate the whole or any part of this Agreement, if:
 - 31.1.1 Contractor has materially breached this Agreement; or
 - 31.1.2 Contractor fails to timely provide and/or satisfactorily perform any Deliverable, service, or other work required either under this Agreement; or
 - 31.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement, or of any obligations of this Agreement, and in either case, fails to demonstrate convincing progress toward a cure within ten (10) days (or such longer period as County may authorize in writing by the County's Project Director) after receipt of Notice from County specifying such failure.
- 31.2 In the event that County terminates this Agreement in whole or in part as provided in Subsection 31.1, County may procure, upon commercially reasonable terms consistent with County procurement policies, goods and/or services comparable to those so terminated, and Contractor shall be liable as direct damages to County for the following:
 - 31.2.1 Any and all excess costs (i.e., re procurement, project delay, higher Contractor prices, performance bond, etc.) incurred by County, as determined by County, for acquiring such comparable goods and/or services; Charges to TTC by other venues;
 - 31.2.2 Other excess costs borne by TTC during continued operation of existing processing systems;
 - 31.2.3 Charges to TTC for access to outside data systems;
 - 31.2.4 Salaries for TTC personnel or other hired resources that would have been eliminated with timely implementation of System; and
 - 31.2.5 Any other identifiable and measurable excess costs borne by County as a result of the Contractor's default.
- 31.3 Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of Section 31.0.

- 31.4 These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Agreement, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Section 14.0 (Indemnification and Insurance).
- 31.5 The rights and remedies of County provided in this Section 31.0, as well as throughout this Agreement, are non-exclusive and cumulative with any and all other rights and/or remedies under this Agreement, at law, and/or in equity.

32.0 TERMINATION FOR CONVENIENCE

- 32.1 The County may terminate this Agreement, in whole or in part, permanently or from time-to-time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination shall be effected by delivery to Contractor of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective, which shall be no less than five (5) days after the Notice is sent.
- 32.2 Upon receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:
- 32.2.1 Stop work under this Agreement, as identified in such notice, on the date and to the extent specified;
- 32.2.2 Transfer title and deliver to County all completed work and work in progress;
- 32.2.3 Complete performance of such part of the work as shall not have been terminated by such notice.
- 32.3 For a period of five (5) years after termination of this Agreement, Contractor shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement with respect to the termination of work hereunder.

33.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's budget for each such fiscal year. In the event that funds are not appropriated for this Agreement, then the Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

34.0 COUNTY AUDIT SETTLEMENTS

If, at any time during or after the term of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either repaid by

Contractor to County by cash payment upon demand or, at the sole option of County, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

35.0 ACCEPTANCE BY COUNTY

- 35.1 Key Deliverable 1.0 shall achieve Acceptance by County when and if County's Project Director has approved in writing Deliverable 1.0.
- 35.2 Key Deliverable 2.0 shall achieve Acceptance by County when and if County's Project Director has approved in writing Deliverable 2.1.
- 35.3 Key Deliverable 3.0 shall achieve Acceptance by County when and if County's Project Director has approved in writing Deliverable 3.1 through Deliverable 3.3.
- 35.4 Key Deliverable 4.0 shall achieve Acceptance by County when and if County's Project Director has approved in writing Deliverable 4.1 through Deliverable 4.3.
- 35.5 Key Deliverable 5.0 shall achieve Acceptance by County when and if County's Project Director has approved in writing Deliverable 5.1 through Deliverable 5.3.
- 35.6 Key Deliverable 6.0 shall achieve Acceptance by County when and if County's Project Director has approved in writing Deliverable 6.1 through Deliverable 6.3.
- 35.7 [Intentionally Omitted]
- 35.8 Key Deliverable 8.0 shall achieve Acceptance by County when and if County's Project Director has approved in writing Deliverable 8.1 through Deliverable 8.10.
- 35.9 Key Deliverable 9.0 shall achieve Acceptance by County when and if County's Project Director has approved in writing Deliverable 9.1 through Deliverable 9.2.
- 35.10 Key Deliverable 10.0 shall achieve Acceptance by County when and if County's Project Director has approved in writing Deliverable 10.1 through Deliverable 10.3.
- 35.11 System Final Acceptance shall occur as set forth in Section 2.15.

36.0 CONFLICT OF INTEREST

- 36.1 No County employee whose position with County enables such employee to influence the award or conduct of this Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of, nor any individual possessing any direct or indirect financial interest in, Contractor, may in anyway participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to influence County's approval or ongoing evaluation of such work.

36.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts, which create a conflict of interest. If Contractor hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 36.0 shall be a material breach of this Agreement.

37.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide the same goods or services under similar quantity and similar terms and similar conditions to any public entity, including but not limited to the State of California, any county, municipality or district, at prices below those set forth in this Agreement, then such lower prices shall be immediately and retroactively extended to County.

38.0 DAMAGE TO COUNTY PROPERTY

38.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees, subcontractors or agents of Contractor. Such repairs shall be made immediately as soon as Contractor has becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

38.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All expenses of whatever nature incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or deducted by County from any amounts due to Contractor from County.

39.0 AUTHORIZATION WARRANTY

39.1 Contractor warrants and represents that the person(s) executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority.

39.2 Contractor warrants that any person(s) executing this and/or any Amendment to this Agreement pursuant to Section 6.0 (Change Notices and Amendments) for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority.

40.0 RESTRICTIONS ON LOBBYING

40.1 Federal Funds Projects

If any Federal funds are to be used to pay for any of Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure

requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

40.2 County Projects Termination for Non-Adherence of County's Lobbyist Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement.

41.0 NOTICES

41.1 Any and all notices and/or demands required and/or permitted to be given and/or made under this Agreement shall be in writing, and shall be delivered (1) by personal service with signed receipt, or (2) mailed by first class registered or certified mail return receipt requested (throughout and hereinafter, Notice).

41.2 Notice To County shall be sent to:

Mark J. Saladino
Treasurer and Tax Collector
500 West Temple Street, Room 437
Los Angeles, CA 90012

With a copy to:

Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 464
Los Angeles, CA 90012

41.3 Notice to Contractor shall be sent to:

Jeffrey Saucier
CORE Business Technologies, National Sales Manager
Information Systems Division
2224 Pawtucket Avenue
East Providence, RI 02914-1784
(401) 431-0700 x1443
Email: jsaucier@corebt.com

41.4 Designations under Subsections 41.2 and 41.3 may be changed by the respective party upon twenty (20) days prior written Notice. TTC shall have authority to issue all notices or demands required or permitted by the County under this Agreement.

42.0 TERMINATION FOR IMPROPER CONSIDERATION

- 42.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 42.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 42.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

43.0 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor's deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the County's Board of Supervisors. The report will include improvement and/or corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement in whole or in part, or impose other remedies as specified in this Agreement.

44.0 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

44.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

- 44.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5 and shall implement all lawfully served Wage and Earnings Withholding Order or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to California *Code of Civil Procedure Section 706.031* and *Family Code Section 5246(b)*.

44.3 Termination For Breach of Warranty to Maintain Compliance With County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in Sub-Section 44.1 (Contractor's Warranty Of Adherence To County's Child Support Compliance Program) shall constitute a material breach by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Agreement pursuant to Section 31.0 (Termination of Default).

44.4 Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's (L.A.'s Most Wanted: Delinquent Parents) poster in a prominent position at Contractor's place of business. Child Support Services Department will supply Contractor with the poster to be used.

45.0 SOURCE CODE ESCROW

45.1 General Terms

Upon execution of this Agreement by Contractor, Contractor shall promptly establish a source code escrow with a nationally recognized source code escrow company (the "Escrow"). A copy of the Escrow Agreement shall be attached as Exhibit F to this Agreement. Contractor shall deposit all source code for the System into the Escrow. Contractor shall continually update the source code by depositing in the Escrow each new Release, Update, Version, Enhancement, Correction, patch, and improvement of the System. Contractor's duty to update the source code shall continue through the Support Term of this Agreement or until County ceases obtaining support from Contractor, whichever is later. The source code will be held in the Escrow and the events upon which County shall have access to the source code shall include (collectively the "Release Conditions"): (1) the insolvency of Contractor; (2) the making of a general assignment by Contractor for the benefit of its creditors or a filing of a voluntary or involuntary petition in bankruptcy by or against Contractor that is not dismissed within thirty (30) days of the filing thereof; (3) as set forth in Section 30 (Termination for Insolvency); (4) in the event Contractor ceases to maintain and support the System for reasons other than County's failure to pay for, or election not to receive, Contractor's maintenance and support services, and no other qualified entity has assumed the obligation to maintain and support the System; (5) a significant decrease in the capacity or quality of support, as indicated by a failure to hit service levels five times in any six month period; (6) a failure to provide New Releases made within twenty-four (24) months from the previous Release and that which add significant new functionality or significantly improve existing functionality; and, (7) a different hardware platform is established for the product, without maintenance of the System on the originally agreed equipment platform for a period of five (5) years from the Reference Date of this Agreement.

45.2 Use of Source Code

Upon the occurrence of a Release Condition (or any other release conditions that may be specified under this Agreement), County will, upon payment of the duplication cost and other handling charges of the Escrow, be entitled to obtain a copy of such source code from the Escrow. County shall be entitled to use the source code as needed to remedy the event of release and mitigate any damages arising from such event. Such use will include, but is not limited to, County's right to perform its own support and maintenance and alter or modify the source code. The Escrow's only responsibility will be to use its good faith efforts to cause a copy of the source code, in the form as delivered by Contractor, to be delivered to County at the appropriate time. Nothing herein relieves Contractor of its obligation to provide maintenance and support as provided in Exhibit A (Statement of Work), Appendix E (Schedule of Maintenance) of this Agreement.

45.3 Proprietary Rights

County acknowledges that any possession of the source code referred to herein is subject to the confidentiality and proprietary provisions of access to any third party except to service, maintain, repair, operate, or otherwise facilitate and continue the use and operation of the installed System as provided herein. Should use of the source code as provided in this Section involve the use or practice of any patent, copyright, trade secret, trademark or other proprietary information in which Contractor has an interest, Contractor, its assignee, or successors, agree not to assert a claim for patent, copyright, trade secret, trademark or other proprietary information infringement against County or any User provided use of System and source code is in accordance with this Agreement.

45.4 County's Right to Verify Source Code

Regardless of whether one of the Release Conditions occurs, County shall have the right, at County's sole expense, to require the Escrow to verify the relevance, completeness, currency, accuracy, and functionality of the source code by, among other things, compiling the source code and performing test runs for comparison with the capabilities of the System. In the event such testing demonstrates the source code does not correspond to the System, Contractor shall reimburse County for all costs and fees incurred in the testing and immediately deposit the correct source code with the Escrow.

45.5 [Intentionally omitted]

46.0 **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

47.0 ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of County's competitive procurement and an arm's length negotiations between Contractor and County, during which each party has had at all times an opportunity to receive advice from independent legal counsel of its choosing. This Agreement is to be interpreted fairly as between the parties, and shall not be strictly construed as against either party as drafter or creator.

48.0 SURVIVAL

The following provisions of this Agreement shall survive its expiration or termination for any reason: Subsection 13.1 (Subcontracting), Section 14.0 (Indemnification and Insurance), Section 16.0 (Publicity), Section 18.0 (Ownership of Materials), Section 19.0 (Intellectual Property Indemnification), Subsection 21.2 (Compliance with Applicable Laws Indemnity), Section 22.0 (Fair Labor Standards), Section 27.0 (Governing Law, Jurisdiction, and Venue).

49.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

49.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

49.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County Agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing Agreements the Contractor may have with the County.

49.3 The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform an Agreement with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

49.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will inform the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

49.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the

appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

49.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

50.0 [Intentionally omitted.]

51.0 LIQUIDATED DAMAGES FOR DELAY

51.1 Time is of the essence for Contractor's performance under this Agreement. Contractor acknowledges and agrees that any delay will cause various harm to the County, which is difficult or impossible to quantify. Accordingly, for each day after the delivery deadline of Key Deliverable 8.9 (Production Use of System for Ninety (90) Consecutive Days with No Deficiencies), Exhibit A (Statement of Work), Contractor shall pay County liquidated damages in the amount of \$500 per day, not to exceed thirty (30) days, until Acceptance by County of the subject Key Deliverable.

51.2 "Liquidated damages under this Section 51.0 are for delay in Key Deliverable(s) only, and are not intended to operate as a substitute for any of the County's other rights and/or remedies under this Agreement, at law, and/or in equity.

51.3 Pursuant to Section 57.0 (Notice of Delays) and Section 58.0 (Dispute Resolution Procedure), Contractor's deadline may be extended commensurately for any delays caused by the County which would effect the timeliness of Key Deliverable 8.9.

52.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VII of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

53.0 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

53.1 Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

53.2 Written Employee Jury Service Policy.

53.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service

Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

53.2.2 For purposes of this Subsection, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Subsection. The provisions of this Subsection shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

53.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

53.2.4 Contractor's violation of this Subsection of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

54.0 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized offices of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Section 6.0, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notice to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

55.0 COMPLAINTS

- 55.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.
- 55.2 Within ten (10) business days after the Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 55.3 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 55.4 If the County request changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.
- 55.5 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 55.6 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 55.7 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 55.8 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

56.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict TTC from acquiring similar, equal or like goods and/or services from other entities or sources.

57.0 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

58.0 DISPUTE RESOLUTION PROCEDURE

- 58.1 CONTRACTOR and COUNTY agree to act promptly and diligently to mutually resolve any disputes, which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Section 58.0.
- 58.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which COUNTY, in its sole and absolute

discretion, determines should be delayed as a result of such dispute. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance. If CONTRACTOR fails to continue without delay its performance hereunder which COUNTY, in its sole and absolute discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by CONTRACTOR or COUNTY as a result of CONTRACTOR's failure to continue to so perform shall be borne by CONTRACTOR, and CONTRACTOR shall make no claim whatsoever against COUNTY for such costs. CONTRACTOR shall promptly reimburse COUNTY for such COUNTY costs, as determined by COUNTY, or COUNTY may deduct all such additional costs from any amounts due to CONTRACTOR from COUNTY, whether under this Agreement or otherwise.

- 58.3 In the event of any dispute between the parties with respect to this Agreement, CONTRACTOR and COUNTY shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 58.4 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 58.5 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's President and to COUNTY's Project Director for further consideration and discussion to attempt to resolve the dispute.
- 58.6 In the event that CONTRACTOR's President and COUNTY's Project Director are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 58.7 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Section 58, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.
- 58.8 Notwithstanding any other provision of this Agreement, COUNTY's right to terminate this Agreement pursuant to Section 30 (Termination for Insolvency), Section 31 (Termination for Default), Section 32 (Termination for Convenience), or any other termination provision hereunder, and COUNTY's right to seek injunctive relief to enforce the provisions shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of COUNTY's rights, and shall not be deemed to impair any claims that CONTRACTOR may have against COUNTY or CONTRACTOR's rights to assert such claims after any such termination or such injunctive relief has been obtained.

**AGREEMENT FOR THE TREASURER AND TAX COLLECTOR
FOR AUTOMATED CASHIERING SYSTEM**

The Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed on its behalf by its duly authorized officer.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer
Board of Supervisors

By: _____
Deputy

CORE Business Technologies,
a Rhode Island corporation

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By: _____
John L. Geiger
Senior Deputy County Counsel

**EXHIBIT A
STATEMENT OF WORK
TREASURER AND TAX COLLECTOR
AUTOMATED CASHIERING SYSTEM**

TASK 1 PROJECT PLANNING

Subtask 1.1 Develop Project Control Document

Contractor shall develop a Project Control Document (hereafter "PCD") that shall include, without limitation; a detailed work plan with identified Milestones. Additionally, Contractor shall review the communication process, which shall include, without limitation, weekly Project Status Reports.

As a first step in the preparation of the PCD, Contractor shall review, clarify, and refine all project goals. This process shall ensure that all involved parties have clearly defined and agreed upon all project goals. Contractor shall present such goals for written approval to County's Project Director, which may be granted or withheld in his/her sole discretion.

Subsequently, Contractor shall prepare a PCD that includes, without limitation, the following:

- (A) Designs the project's approach and training strategy for County staff, including trainers, technical staff and users, based on County's requirements and Contractor's project and training approach.
- (B) Discusses the expected roles and responsibilities of Contractor and County project organizations and develops a communication strategy for sharing the context and vision of the project to the project team members at large.
- (C) Confirms and documents project scope.
- (D) Reviews and confirms detailed project plan, including, without limitation, the resources, dependencies, and start and end dates for all Tasks and Subtasks.
- (E) Defines project communication strategy.
- (F) Defines and documents the project organization, including, without limitation, defining the roles and responsibilities of the project team members.
- (G) Defines testing strategy for all levels of testing.
- (H) Identifies project team.

Contractor shall develop this PCD consistent with this Exhibit A, (Statement of Work). Contractor shall specifically address each Task and Subtask to be performed in the PCD. The order in which Contractor shall perform the Tasks and Subtasks and the order in which Contractor shall produce the Deliverables shall be apparent in the PCD. Contractor must formally present the PCD for prior written approval of Treasurer and Tax Collector, which may be granted or withheld in his/her sole discretion. Any subsequent significant modifications to the PCD shall require the prior written approval of Treasurer and Tax Collector, which may be granted or withheld in his/her sole discretion. Any subsequent modifications to the PCD, which are not significant, shall require the prior written approval of County's Project Director, which may be granted or withheld in his/her sole discretion. The determination of whether a

subsequent modification is significant and requires the prior written approval of Treasurer and Tax Collector or is not significant and requires only the prior written approval of County's Project Director shall be made by County's Project Director in his/her sole judgment.

Deliverable 1 Project Control Document

Contractor shall produce the Project Control Document (PCD), which shall include, without limitation, the following components:

- (A) Project approach and training strategy.
- (B) Project organization chart and role descriptions.
- (C) Project scope.
- (D) Detailed project plan.
- (E) Project communications strategy.
- (F) Project organization and roles and responsibilities of team members.
- (G) Testing strategy for all levels of testing.
- (H) Project team members.

The PCD shall be subject to written approval of the County Project Director, which may be granted or withheld in his/her sole discretion. Subsequent to approval, Contractor shall update the Detailed Project Plan and other applicable sections of the PCD weekly as part of the weekly Project Status Reports as set forth in Subtask 2.1 (Prepare Weekly Status Reports (PSRs)).

TASK 2 PROJECT MANAGEMENT

Subtask 2.1 Prepare Weekly Status Reports

Contractor shall be required to manage project activities and resources, and to track project status. This Task shall include, without limitation, managing and tracking all issues. It shall also include, without limitation, the management of project and software change control processes. Contractor shall report project status on a regular basis. Contractor shall include, without limitation, updates to the Detailed Project Plan and other sections of the PCD in the project status reporting. Contractor shall participate in regular weekly project status meetings. The first weekly status report should be within fifteen (15) days after the effective date of the Agreement.

As part of project management, Contractor shall ensure that County realizes the maximum benefit from the system provided by Contractor through a proactive and independent review of the project's progress and quality. The project status reports prepared by Contractor shall be used as the mechanism for Contractor to report any project risks or problems identified as part of the quality assurance process.

Deliverable 2.1 Project Status Reports (PSRs) and Weekly Status Reports

Contractor shall prepare and present to County's Project Director weekly a Project Status Report to report project progress, plans, and outstanding issues. The first weekly status report is due within fifteen (15) days of the effective date of the Agreement. The Project Status

Report shall include, without limitation, the following:

- (A) Weekly Project Progress and Plans.
- (B) Issue Tracking and Change Control Process.
- (C) Project Schedule.
- (D) All Updates to the PCD.

TASK 3 BUSINESS PROCESS DESIGN

Subtask 3.1 Analyze Current Business Processes

Contractor shall review and analyze the current business processes and payment processing procedures utilized by County in concert with County requirements cited in Appendices B, B1 through B8 inclusive. Contractor shall review the current state of business and payment processes. As part of this Subtask, Contractor shall identify business process improvement opportunities and identify all Baseline Application Software set up requirements needed to capture, process, produce the necessary reports, records, images and interfaces for the processing of all payment types. Contractor shall identify all modifications of the Baseline Application Software that will be necessary to meet County's requirements, all interfaces to the various County systems, custom host files, and custom output reports.

Deliverable 3.1 Analyze Current Business Processes

Upon the completion of the business analysis, Contractor shall submit a Business Requirements Document, approved by the County that contains the Contractor's detailed description of the automated cashiering system's business needs and functional processes of the County's automated cashiering system. It must include, without limitation, the following:

- A. Narrative descriptions and process flow charts sufficient in depth to understand the documented processes.
- B. Specifications for the software and the hardware required to support the recommended solutions will be in the document.
- C. A Gap Analysis listing the modifications to the Contractor's system that will be necessary to meet all of the County's requirements as stated in Appendix B, B1 through B8 Business Requirements including, without limitation, all interfaces to the various County systems, custom host files, and custom output reports.

Subtask 3.2 Develop Design Document

Contractor shall design new business processes based upon the analysis completed in Subtask 3.1 (Analyze Current Business Processes). Contractor shall incorporate in the Design Document business process re-engineering changes that have been approved in writing by County's Project Director in his/her sole discretion. Contractor shall document data and functional requirements associated with the new business processes, including, without limitation, the set up of the Baseline Application Software and the Baseline Application Modifications as described in this Exhibit A (Statement of Work). The definition of business process details shall include, without limitation, a definition of (a) complete hardware needs, (b) environmental considerations, (c) human resource considerations, and (d) regulatory considerations. Without limiting any of Contractor's obligations as set forth in the Agreement,

including, without limitation, Section 21 (Compliance with Applicable Law) of the body of the Agreement, County's Project Director and Project Manager, on the one hand, and Contractor's Project Director and Project Manager, on the other hand, will use reasonable efforts to advise one another of the California Revenue and Taxation Code requirements, Federal Reserve regulatory requirements, and any other requirements of which such individuals are aware that apply in the remittance processing and banking environment as such statutory and or regulatory requirements may impact business process details.

Deliverable 3.2 Develop Design Document

Contractor shall submit a Design Document that shall contain the high level design of the System based upon the approved Business Requirements Document. The Design Document shall contain, without limitation, the following, in formats acceptable to the County, to demonstrate the Contractor's approach in designing the System:

- A. Definition of the automated functionality supporting each of the requirements identified in the Deliverable 3.1.
- B. Overall system design including hardware and software
- C. Data Flow Diagrams
- D. Process Flow Diagrams
- E. Prototype Screens
- F. Menus
- G. High-level design of reports
- H. Environmental impact
- I. Human resource considerations
- J. Regulatory considerations

Subtask 3.3 Develop Final Design Document

Contractor shall review with County's Project Director the Design Document and the new business processes, and evaluate their feasibility. Based upon the review process, Contractor shall prepare a Final Design Document and submit it for written approval of County's Project Director, which may be granted or withheld in his/her sole discretion. Any subsequent significant modifications to the Final Design Document shall require the prior written approval of Treasurer and Tax Collector, which may be granted or withheld in his sole discretion. Any subsequent modifications to the Final Design Document, which are not significant, shall require the prior written approval of County's Project Director, which may be granted or withheld in his/her sole discretion. The determination of whether a subsequent modification is significant and requires the prior written approval of Treasurer and Tax Collector or is not significant and requires only the prior written approval of County's Project Director shall be made by County's Project Director in his/her sole judgment. This document shall provide the basis for implementation of new business processes and the set up of the Baseline Application Software and Baseline Application Modifications, without limitation, interfaces, hardware, and data conversion to meet the requirements of County.

Deliverable 3.3 Final Design Document

Based upon the design review process, Contractor shall modify and finalize the Design Document. The Final Design Document shall provide the basis for implementation of new business processes and the Application Software. Subsequent to the County's Project Director's approval, the Final Design Document may be modified only if such modification has been approved, in advance in writing by Treasurer and Tax Collector or County's Project Director, as applicable.

TASK 4 OPERATING SOFTWARE AND BASELINE APPLICATION SOFTWARE SET UP

Contractor shall configure, set up, and document the Operating Software and the Baseline Application Software in this Task. Contractor shall provide Baseline Application Software consistent with the design specifications set forth in the Final Design Document. Contractor shall test the Baseline Application Software consistent with Section 35 (Acceptance by County) of the body of the Agreement and this Exhibit A (Statement of Work).

Subtask 4.1 Set up and Document the Operating Software and the Baseline Application Software

Contractor shall configure, set up, and document the Operating Software and the Baseline Application Software based upon the set up specifications set forth in the Final Design Document. Contractor shall modify Baseline Application Software as specified in Task 5 (Baseline Application Modifications) to complete the set up of the System. Contractor shall incorporate in the set up of the Application Software required Interfaces as defined in Task 5 (Baseline Application Modifications) and Task 6 (Interfaces) and consistent with the Final Design Document. Contractor shall modify Baseline Application Software and present to County the business rules, screens, and reports of such software, and shall incorporate County feedback. Contractor shall identify and document the impact of the design on County's current business processes.

Deliverable 4.1 Set up and Document the Operating Software and the Baseline Application Software

- A. Contractor shall certify, in writing, that the Contractor has configured the Operating System and Baseline Application Software as stated in the Final Design Document including, without limit, modification of the Baseline Application Software as specified in Task 5 (Baseline Application Modifications) and Task 6 (Interfaces).
- B. Contractor shall modify the Baseline Application Software and present to the County the business rules, screens, and reports.
- C. Contractor shall deliver documentation of the impact of the design on the County's current business processes.

Subtask 4.2 Unit Test the Set up of the Operating Software and the Baseline Application Software

Contractor shall validate to County that the set up of the Baseline Application Software is in accordance with the Final Design Document. Contractor shall incorporate in the set up of the Application Software required Baseline Application Modifications as defined in Task 5 (Baseline

Application Modifications) and Interfaces as defined in Task 6 (Interfaces). Contractor shall develop and execute Unit Test plans and scenarios. Contractor shall thoroughly Unit Test the Operating Software and the Baseline Application Software as part of this set up process.

Deliverable 4.2 Unit Test the Set up of the Operating Software and the Baseline Application Software

Contractor shall certify, in writing, that the Contractor has successfully completed the Unit Testing of the Operating System and Baseline Application Software. Contractor shall deliver documentation of the set ups to the County.

Subtask 4.3 System Test the Operating Software and the Baseline Application Software

Contractor shall thoroughly System Test the Operating Software and the Baseline Application Software to ensure that all components function as designed. The System Test shall ensure that all System Software code operates in a manner consistent with the Final Design Document. Contractor shall develop and execute System Test plans and scenarios consistent with Section 35.0 (Acceptance by County) of the body of the Agreement and this Exhibit A (Statement of Work). Contractor shall document the results of the System Test and certify, in writing, that Contractor has successfully System Tested the Operating Software and the Baseline Application Software and they function as specified in the Final Design Document.

Deliverable 4.3 System Tested Baseline Application Software

Contractor shall certify, in writing, that Contractor has successfully System Tested the Operating Software and the Baseline Application Software and has successfully corrected all identified Deficiencies and that the Operating Software and the Baseline Application Software functions as specified in the Final Design Document.

TASK 5 BASELINE APPLICATION MODIFICATIONS

Contractor shall construct in Task 5 the Baseline Application Modifications to provide the functionality, the required system Interfaces and Custom Output Reports as shown in the Exhibit A (Statement Of Work), Appendix B and Appendices B1 through B8. Contractor shall construct the Baseline Application Modifications consistent with the design specifications set forth in the Final Design Document. Contractor shall test the Baseline Application Modifications consistent with Section 35.0 (Acceptance by County) of the body of the Agreement and this Exhibit A (Statement of Work).

Subtask 5.1 Document the Baseline Application Modifications

Contractor shall review and document the Baseline Application Modifications and Interfaces as required in Task 6 and as shown in Exhibit A, Appendix B, B1 through B8 based upon the design specifications set forth in the Final Design Document. Contractor shall modify Contractor's Baseline Application Software to complete the design of the Custom Output Reports Baseline Application Modifications. Contractor shall incorporate in the design of the Baseline Application Modifications required including without limitation Interface specifications as defined in Task 6 (Interfaces) and consistent with the Final Design Document). Contractor shall modify and present to County the screens and reports related to the Baseline Application Modifications and shall incorporate County feedback in the design of the Baseline Application Modifications.

Deliverable 5.1 Document the Baseline Application Modifications

Contractor will document all modifications to the Contractor's Baseline Application Software to incorporate the required modifications including, without limitation, Interface specifications as defined in Task 6 (Interfaces) and Exhibit A, Appendices B, B1 through B8, screens and reports.

Subtask 5.2 Construct and Unit Test the Baseline Application Modifications

Contractor shall construct and validate to County the Baseline Application Modifications based upon the Final Design Document. Contractor shall incorporate in the construction of the Baseline Application Modifications required Interfaces as defined in Task 6 (Interfaces). Contractor shall thoroughly Unit Test the Baseline Application Modifications as part of this construction process, including, without limitation, Unit Testing of Interfaces and other applicable System Software.

Deliverable 5.2 Unit Test Baseline Application Modifications

Contractor shall certify, in writing, that all Unit Tests were completed successfully.

Subtask 5.3 System Test the Baseline Application Modifications

Contractor shall thoroughly System Test the Baseline Application Modifications to confirm that all components function as designed. The System Test shall ensure that all System Software code, including, without limitation, code related to Interfaces specific to the Baseline Application Modifications, operates in a manner consistent with the design of the Baseline Application Modifications. Contractor shall develop and execute System Test plans and scenarios. Contractor shall document the results of the System Test and certify, in writing, that Contractor has successfully System Tested the Baseline Application Modifications and that they function as designed.

Deliverable 5.3 System Tested Baseline Application Modifications

Contractor shall certify, in writing, that Contractor has successfully System Tested all components of the Baseline Application Modifications to the Application Software and has successfully corrected all identified Deficiencies and that the Baseline Application Modifications function as designed.

TASK 6 INTERFACES

Contractor shall review, document and test the Interface requirements for Interfaces required in Exhibit A (Statement of Work), Appendix B in the operation of the Application Software provided by Contractor and Host Explorer Hummingbird Software (version V6.1/V5.3) (herein "Hummingbird Software") provided by County.

Subtask 6.1 Review and Document Interfaces

Contractor shall review and document in the Final Design Document the design of the Interfaces between the Application Software, the Hummingbird Software, and external systems. Specific activities include, without limitation, the following:

- (A) Confirm that the Interface requirements identified in the Final Design Document still meet County's needs.

- (B) Confirm required communications hardware and software.
- (C) Develop the procedures to invoke in the event of a prolonged telecommunications failure.

Deliverable 6.1 External Interface Procedures

Contractor shall identify and document the procedures to be utilized in the event of a prolonged telecommunications failure.

Subtask 6.2 Construct Interfaces

Contractor shall construct and validate the Interface based upon the Final Design Document. Contractor shall construct and validate Interfaces using System Software and the Hummingbird Software provided by County.

Deliverable 6.2 [Intentionally Omitted]

Subtask 6.3 Install and System Test Interfaces

Contractor shall install, configure, and System Test the System Software, Hummingbird Software, system reference tables, and physical adapters for all Interfaces. As part of this Subtask, Contractor shall test the Interfaces. Contractor shall certify, in writing, that Contractor has fully installed and successfully tested all Interfaces and that all Interfaces function in a manner consistent with the Final Design Document.

Deliverable 6.3 Installed and System Tested Interfaces

Contractor shall fully System Test and install all Interfaces as part of the System Software. Contractor shall certify, in writing, that Contractor has fully installed and successfully tested all Interfaces and that all Interfaces function in a manner consistent with the Final Design Document.

TASK 7 [Intentionally Omitted]

TASK 8 SYSTEM SET UP AND CONFIGURATION

Subtask 8.1 Prepare Technical Configuration and System Installation Plan

Contractor shall prepare a System Cutover and Installation Plan that identifies, without limitation, the technical configuration required for the System to be installed for Production Use at County Facility. This Subtask includes, without limitation, the following activities:

- (A) Develop environmental modification plan.
- (B) Develop network connectivity requirements for integration into the County's Enterprise network and TTC's local area network.
- (C) Arrange for the System Hardware and System Software to be delivered and/or moved to the permanent site.
- (D) Complete pre-installation planning for permanent site, including, without limitation, the logistics, timing, and technical configuration.

- (E) Conduct a technical walk-through of County permanent site and provide County written certification that all site preparation has been properly completed by County.

Deliverable 8.1 Site Setup

Contractor shall prepare and deliver to County the System Cutover and Site Installation Plan that without limitation, identifies the logistics, timing and technical configuration required for the installation and cutover of the System to Production Use.

Subtask 8.2 Order, Install, and Test System Hardware

Contractor shall order, unpack, install, power-up, configure, connect and test, all System Hardware at the County Facility as described in the System Cutover and Site Installation Plan. Contractor shall demonstrate to County, using the manufacturer's then current version of diagnostic tests and/or software utilities, that the System Hardware is installed and operating in accordance with the manufacturer's product specifications.

Contractor shall integrate the System Hardware with all of the following: (1) the then existing County network software and hardware, including, but not limited to, the TTC's local area network, and (2) all of the System Software and any County-provided software to be installed on the System Hardware. Contractor shall prepare and deliver to County's Project Director at least thirty (30) days prior to the scheduled date of installation an installation checklist to ensure that the TTC's technical environment is fully prepared for System Hardware and System Software installation. Contractor shall conduct a technical walk-through of the permanent site and provide County written certification that all site preparation has been properly completed by County.

At completion of this Subtask, Contractor shall submit a System network schematic of all System Hardware installed. Contractor shall prepare a System Hardware Installation Report and Certification that Contractor has successfully installed, configured, and tested the System Hardware. This Report shall include, without limitation, the following:

- (A) The System network schematic and a listing of the System Hardware that Contractor installed, including, without limitation, equipment type, model number, serial number, name, version number, and license number.
- (B) The manufacturer's warranties for the System Hardware.
- (C) Certification that County site preparation has been properly completed by County.
- (D) Certification that Contractor has successfully installed all System Hardware and that all System Hardware is operating properly.
- (E) System Hardware reference and operating manuals and all other Documentation pertaining to the System Hardware as attachments to the report.
- (F) Any and all manufacturer maintenance and technical support availability and telephone number information not shown on Exhibit A, Appendix E (Schedule of Maintenance).
- (G) Problem reporting and escalation procedures.

Deliverable 8.2 Installed, Operable and Tested System Hardware

Contractor shall order, install, test, and make operable the System Hardware at the County

Facility. This includes, without limitation, completion of the steps included in the System Cutover and Site Installation Plan and verification that all components are operating properly, including, without limitation, network connectivity. Contractor shall certify in writing that the System Hardware is operating properly. Contractor shall prepare and deliver to County the System Hardware Installation Report and Certification.

Subtask 8.3 Train County Technical Staff

Contractor shall provide training to the TTC's technical staff in the administration and operation of the System Hardware and System Software. Contractor shall prepare training materials and shall conduct training classes at County Facility. Classes shall include, without limitation, training in operations, System Software, and system management.

Deliverable 8.3 Trained County Technical Staff

Contractor shall train the TTC's technical staff in the operation of the installed System Hardware and System Software for the pre staging test site. Contractor shall deliver training classes and training materials and certify in writing that all training as described in Subtask 8.3 (Train County Technical Staff) has been successfully completed.

Subtask 8.4 Prepare and Provide User Documentation and System Hardware Manuals

Contractor shall prepare User reference Documentation for all Application Software. This Documentation shall include, without limitation, manuals that shall provide County with a comprehensive reference source of System functionality and data definitions. Contractor shall make User Documentation available in both hard copy and electronic formats, if available. Contractor shall provide System Hardware manuals for all System Hardware.

Deliverable 8.4 User Documentation and System Hardware Manuals

Contractor shall provide to County comprehensive User reference Documentation of System Software functionality and data definitions and all System Hardware manuals for all System Hardware. Contractor shall deliver this Documentation to County in both hard copy and electronic format, if available. Contractor shall deliver electronic links to online help and documentation files for the System Software, if the electronic format is provided.

Subtask 8.5 Conduct Training Classes and Provide Training Materials

Contractor shall provide training to the TTC's staff in the administration and operation of the System Hardware and System Software. Contractor shall prepare training materials and shall conduct training classes at County Facility. Classes shall include, without limitation, training in operations, System Software, and system management.

Deliverable 8.5 Trained TTC Staff

Contractor shall deliver training classes and training materials to TTC staff, as designated by County's Project Director, for the System Software and System Hardware. Contractor shall present the training classes and materials adequate in duration to cover all functionality, operation, and use of the System. The training materials and classes shall give TTC staff comprehensive instruction in the use of the System. The training shall be adequate to prepare TTC staff in the use of the System. Contractor shall deliver training classes and training materials and certify in writing that all training as described in Subtask 8.5 (Conduct Training Classes and Provide Training Materials) has been successfully completed.

Subtask 8.6 Install and System Test System Software

Contractor shall install, configure and System Test the System Software, consistent with the PCD. Contractor shall perform the following activities, without limitation, as part of this Subtask:

- (A) Install and configure all System Software.
- (B) Install any software provided by County as determined by County's Project Director.
- (C) System Test all software described above and implement initial operating procedures for such software.

Contractor shall, at this time, deliver and transfer any and all licenses for System Software. Contractor shall demonstrate to County that the System Software is installed and operating in accordance with the manufacturer's product specifications.

Upon completion of the System Software installation and testing, Contractor shall deliver a written Software Installation Report and Certification to County containing, without limitation the following:

- (A) A listing of all of the System Software and any County-provided software that Contractor installed, including without limitation, description, number installed, version number, and license number(s).
- (B) The manufacturers' warranties and licenses for all of the System Software.
- (C) Certification that Contractor has successfully installed all System Software and any County-provided software and that all such software is operating properly.
- (D) System Software reference and operating manuals and all other Documentation pertaining to the System Software as attachments to the report.
- (E) Any and all manufacturer maintenance and technical support availability and telephone number information not shown on Exhibit A (Statement of Work), Appendix E (Schedule of Maintenance).
- (F) Problem reporting and escalation procedures.

Deliverable 8.6 Installed, Operable, and System Tested Software for the System Hardware

Contractor shall complete, System Test and certify the System Software installation and any County provided software installation for the System Hardware. In addition to a certification and demonstration that all System Software and any County provided software is operating properly, Contractor shall prepare and deliver a written Software Installation Report and Certification.

Subtask 8.7 Conduct User Testing of the System

Following successful completion of all Contractor System Testing for the System, Contractor shall actively support County in conducting User Testing of the System, including, without limitation, providing consultation and assistance requested by County. County will perform User Testing of the System based upon test scenarios prepared by County. User Testing will

be conducted by County on the System Hardware at County Facility. Scenarios shall generally include, without limitation, defined input and expected output results for each function based on the Final Design Document. County will document test results, including, but not limited to, Deficiencies discovered during testing. County will identify, track, and report Deficiencies detected during User Testing in Discrepancy Reports.

Contractor shall correct all Deficiencies in the System identified by County and as otherwise set forth in Subsection 2.15 (System Final Acceptance) of the body of the Agreement. In addition to taking all required corrective action, Contractor shall provide required support to County in the operation of the System. Following corrective action by Contractor, County will conduct regression testing until the System has been successfully User Tested and is ready for cutover to Production Use as determined by County's Project Director in his/her sole judgment.

Deliverable 8.7 Successful User Testing

County will conduct, with active support from Contractor, User Tests. Contractor's support to County shall include, without limitation, successfully completing all required corrective action to correct all Deficiencies identified by County in Discrepancy Reports prepared during testing, and assisting County in the operation of the System. Upon successful completion of the User Tests County's Project Director in his/her sole discretion shall deliver to Contractor written approval to commence System cutover to Production Use.

Subtask 8.8 System Cutover to Production Use

Contractor shall implement the System for Production Use as documented in the System Cutover and Permanent Site Plan developed in Subtask 8.1 (Prepare Technical Configuration and System Installation Plan). Contractor shall perform the following activities, without limitation, as part of System Cutover to Production Use:

- (A) Contractor shall confirm that County has successfully completed User Testing.
- (B) Contractor shall transfer to production environment successfully tested System Software.
- (C) Contractor shall for a five (5) working day period after Production Use maintain technical staff at County Facility for problem resolution and production assistance.
- (D) Contractor shall take all steps to provide for the transition to Contractor's Help Desk, which shall provide County with required support.

At the completion of this Subtask, the System shall be in Production Use at the permanent site.

Deliverable 8.8 System Cutover to Production Use

Contractor shall implement the System Cutover to Production Use as documented in the System Cutover and Installation Plan prepared in Subtask 8.1 (Prepare Technical Configuration and System Installation Plan). At the completion of this Deliverable, the System Hardware shall be located in the permanent site at County Facility and the System shall be in Production Use. Contractor shall maintain on site at County Facility technical support for five (5) working days for problem resolution and production assistance following System cutover to Production Use.

Subtask 8.9 Maintain Production Use of System for Ninety (90) Consecutive Days with No Deficiencies

The System shall be maintained in Production Use at the permanent site at County Facility with no material Deficiencies, as determined in the sole judgment of County's Project Director as set forth in Subsection 2.15 (System Final Acceptance) of the body of the Agreement, for ninety (90) consecutive days subsequent to County's written approval of Deliverable 8.8 (System Cutover to Production Use).

Deliverable 8.9 Production Use of System for Ninety (90) Consecutive Days with No Deficiencies

The System shall be in Production Use at the permanent site at County Facility with no material Deficiencies, as determined in the sole judgment of County's Project Director as set forth in Subsection 2.15 (System Final Acceptance) of the body of the Agreement, for ninety (90) consecutive days subsequent to County's written approval of Deliverable 8.8 (System Cutover to Production Use).

Subtask 8.10 Conduct Post-Implementation Review

Following implementation of Production Use of the System at County Facility, Contractor shall collect and evaluate results of operation to assess the success and shortcomings of the System implementation efforts. Contractor shall prepare and submit to County a Post-Implementation Review Report. This report shall evaluate the System cutover and implementation process and shall include, without limitation, the following:

- (A) Comparisons/analyses of actual versus planned completion of project subtasks.
- (B) Anticipated versus actual resources required.
- (C) Business and systems lessons learned.
- (D) Suggested guidelines for installations of future phases and enhancements.
- (E) Pitfalls to avoid in the future.
- (F) Suggested systems development methodologies for future enhancements.
- (G) Suggested estimating guidelines or tools to use in future enhancements.

Contractor shall submit the report to the County's Project Director to give County feedback on the implementation process of the System.

Deliverable 8.10 Post-Implementation Review Document

Contractor shall deliver to County and present a Post- Implementation Review Report to County's Project Director.

TASK 9 PERFORMANCE BENCHMARK VERIFICATION

Subtask 9.1 Develop Performance Benchmark Verification Plan

The Performance Benchmark Verification shall provide stress and reliability testing of the System. County shall develop a Performance Benchmark Verification Plan that documents objectives, scenarios, and schedule for the Performance Benchmark Verification. County and Contractor shall conduct the Performance Benchmark Verification on the System to simulate the peak load processing of County during the December and April tax seasons.

Stress and reliability verifications are key components of the Performance Benchmark Verification. County requires that Contractor demonstrate that the System can meet all requirements stated in the Specifications and other requirements of the Agreement, including, without limitation, the system will be able to process 3,500 transactions per day with thirteen (13) Workstations with a two second maximum response time.

The objective of the Performance Benchmark Verification is to exercise the System at its peak operating capacity during County's December 2003 tax season and measure any degradation in System performance and Response Time. The Performance Benchmark Verification will not be considered complete until Contractor has successfully demonstrated System performance, as determined in the sole judgment of County's Project Director.

Deliverable 9.1 [Intentionally Omitted]

Subtask 9.2 Conduct Performance Benchmark Verification

Prior to Final Acceptance, County and Contractor shall perform the Performance Benchmark Verification and monitor System performance during the simulated Peak processing period test. County and Contractor shall analyze and document benchmark results. Contractor shall correct all Deficiencies as identified by County and Contractor shall conduct re-verification. County and Contractor shall review and analyze re-verification results. Contractor shall determine and document in a written report the cause of each Deficiency, the method for resolution, the required corrective action(s) and the completion dates for correction action(s). County and Contractor shall conduct re-verification to confirm that Contractor has successfully corrected the System as related to all Deficiencies.

Contractor shall prepare a Final Report of the Performance Benchmark Verification results, including, without limitation, the following:

- (A) A record of all Deficiencies identified.
- (B) A detailed record of all corrective actions taken.
- (C) A certification of Contractor's successful completion of all corrective actions.

Such report must be completed and approved in writing by County's Project Director and County's Project Manager. Upon successful completion of the Performance Benchmark Verification, Contractor shall certify in writing that the Performance Benchmark Verification has been successfully completed and that Contractor has successfully completed all corrective actions.

Deliverable 9.2 Completion and Documentation of Performance Benchmark Verification

County and Contractor shall conduct the Performance Benchmark Verification of the System, and analyze and document results. Contractor shall identify and incorporate performance improvements, based upon these results and complete all corrective actions to correct and/or optimize the System. County and Contractor shall document the Performance Benchmark

Verification results and all corrective actions taken by Contractor. Contractor shall certify, in writing, that Performance Benchmark Verification for the System has been successfully completed and that Contractor has successfully completed all corrective actions.

TASK 10 CUSTOM PROGRAMMING MODIFICATIONS

Contractor shall, upon County's written request, provide Custom Programming Modifications for any enhancements relating to requirements not reflected in the Final Design Document as determined in the sole judgment of County's Project Director, including, but not limited to, addition, deletion, or modification of Application Software functions, changes to current System outputs, new reports, modified reports and new screens.

Subtask 10.1 Prepare System Design Reports for Custom Programming Modifications

Each Custom Programming Modification shall be provided in accordance with the following procedure:

- (A) For each Custom Programming Modification, County will submit a Custom Programming Modification Request (hereafter sometimes "CPMR") to Contractor on a form approved in writing by County's Project Director. Each CPMR must be approved in writing by County's Project Director, which approval may be granted or withheld in his/her sole discretion.
- (B) Within ten (10) working days of Contractor's receipt of County's CPMR, Contractor shall develop a Functional Description for the Custom Programming Modification. Contractor shall send the Functional Description to County's Project Director, which shall include, without limitation: (a) a description of the requested Custom Programming Modification, (b) a not-to-exceed estimate of the Maximum Total Price of the requested Custom Programming Modification and (c) the expected duration of the Custom Programming Modification implementation.
- (C) Within thirty (30) days of receipt of the Functional Description, County's Project Director will return the approved or disapproved Functional Description to Contractor, which approval or disapproval may be granted or withheld by County's Project Director in his sole discretion.
- (D) The estimated Maximum Total Fixed Price for the Custom Programming Modification as included in the Functional Description shall be computed at the Fixed Hourly Rate set forth in Subsection 8.7 (Other Professional Services) of the body of the Agreement multiplied by the applicable estimated number of hours to implement the Custom Programming Modification (develop, test, document, certify, install and train).
- (E) Within thirty (30) days of receipt of the Functional Description, County's Project Director will return the approved or disapproved Functional Description to Contractor, which approval or disapproval may be granted or withheld in the sole discretion of County's Project Director.
- (F) If County does not return the approved or disapproved Functional Description to Contractor within thirty (30) days, the Functional Description will be deemed to have been cancelled effective at the expiration of such thirty (30) day period. County may request an extension within such thirty (30) day period.
- (G) When Contractor receives written approval by County's Project Director, in his sole

discretion, of Contractor's Functional Description, Contractor shall analyze County requirements in detail and shall prepare for each CPMR a System Design Report (hereafter sometimes "SDR").

- (H) Within ten (10) working days of receipt of the approved Functional Description from County, Contractor shall provide a delivery date for the SDR. Such delivery date shall occur no later than thirty (30) days following Contractor's receipt of County's approved Functional Description, unless otherwise agreed to in writing by Contractor's Project Director and County's Project Director.

- (I) The SDR shall take into account all then existing System Software and previously approved SDRs. Each SDR shall include, without limitation, the following and any other items mutually agreed upon by County's Project Director and Contractor's Project Director:
 - 1. Design specifications, which must address and be consistent with County approved requirements for the Custom Programming Modification.
 - 2. User interface impact.
 - 3. Report impact.
 - 4. Documentation impact.
 - 5. Training impact.
 - 6. Network impact.
 - 7. Special considerations, such as impact on current and future processing performance.
 - 8. Quotation of a Maximum Total Fixed Price, which shall be developed by (1) multiplying the Fixed Hourly Rate set forth in Subsection 8.7 (Other Professional Services) of the body of the Agreement by Contractor's total number of hours for all work related to the Custom Programming Modification (including, but not limited to, all work described in Subtask 10.2 (Construct and Test Custom Programming Modifications) and Subtask 10.3 (Install and Document Custom Programming Modifications) and (2) including estimated out-of-pocket Expenses, if applicable. The Maximum Total Fixed Price is subject to change only if Custom Programming Modification specifications change.
 - 9. Estimated time for completion (subject to change depending on County's response date and Contractor's workload).
 - 10. Acceptance criteria.
 - 11. Estimated time to complete any interfaces.
 - 12. Estimated time for any automated conversion programs to process to completion.

- (J) Within fifteen (15) working days of County's Project Director's receipt of the SDR, County's Project Director shall, in his sole discretion and in writing, fully approve, fully reject, or conditionally disapprove the SDR. Contractor shall, with County's Project

Director's consultation and consent, revise and resubmit any conditionally disapproved SDR.

- (K) Within ten (10) working days of County's written approval of the SDR, County's Project Director shall notify Contractor whether to begin development and implementation of the Custom Programming Modification, unless such period is extended as agreed in writing by Contractor's Project Director and County's Project Director.
- (L) Any changes or revisions to County-approved SDR shall be mutually agreed to in writing by Contractor's Project Director and County's Project Director. The approved SDR, including any agreed changes and revisions, shall be the basis for Contractor's development of the Custom Programming Modification.

Deliverable 10.1 System Design Reports for Custom Programming Modifications

Contractor shall document the System design for each Custom Programming Modification in a System Design Report for each Custom Programming Modification requested by County.

Subtask 10.2 Construct and Test Custom Programming Modifications

Contractor shall construct and test each Custom Programming Modification in accordance with the applicable County approved System Design Report. Testing shall include, without limitation, Unit, System, and User Testing in a manner comparable to the test procedures for the System Software. Contractor shall certify in writing that Contractor has successfully constructed each Custom Programming Modification completely and accurately based upon the SDR approved by County in writing pursuant to Subtask 10.1 (Prepares System Design Reports for Custom Programming Modifications), has successfully Unit Tested and System Tested the Custom Programming Modification, has successfully corrected all identified Deficiencies and that the Custom Programming Modification functions as designed, and that the Custom Programming Modification is ready for User Testing. County, in its sole discretion, may conduct User Testing for each Custom Programming Modification prior to Production Use.

Deliverable 10.2 Constructed and Tested Custom Programming Modifications

Contractor shall certify in writing that Contractor has successfully constructed each Custom Programming Modification based upon the SDR approved by County in writing pursuant to Deliverable 10.1 (System Design Reports for Custom Programming Modifications), has successfully Unit Tested and System Tested such Custom Programming Modification, has successfully corrected all identified Deficiencies, that the Custom Programming Modification functions as designed, and that such Custom Programming Modification is ready for User Testing. County, in its sole discretion, may conduct User Testing for each Custom Programming Modification prior to Production Use.

Subtask 10.3 Install and Document Custom Programming Modifications

Contractor shall install each Custom Programming Modification for Production Use. Contractor shall provide updates to the Documentation applicable to each Custom Programming Modification and shall also provide written instructions and demonstration on the use of each Custom Programming Modification. For each Custom Programming Modification that Contractor determines and County agrees impacts training, Contractor shall provide a Training Plan for written approval by County's Project Director, in his sole discretion, updated inserts for the System training materials, and hands-on training classes for designated County staff.

Deliverable 10.3 Production Use of Custom Programming Modifications

Contractor shall install each Custom Programming Modification for Production Use. Contractor shall deliver: (1) all object code and related documentation for the Custom Programming Modification and any other impacted Application Software, (2) all documentation and procedures necessary to train Users and maintain the System, including, but not limited to, all Interfaces to any interfacing systems, and (3) all data files and their record layouts for all Interfaces to any interfacing systems.

FINAL DESIGN DOCUMENT

[To be created and delivered as per Deliverable 3.3, Exhibit A
(Statement of Work)]

**Exhibit A - Statement of Work
Appendix B**

Reference Number	Business Requirements	Existing	To Be Customized	Not Available
1.0	GENERAL REQUIREMENTS			
1.1	Only proposals for Commercial Off the Shelf (COTS) or COTS customized are acceptable.	X		
1.1.1	All modifications made to a COTS product must be included as base product and fully supported.	X*		
1.2	User Friendliness – Ease of Use			
1.2.1	Consistent Terminology			
1.2.1.1	The system terminology must be consistent within a screen.	X		
1.2.1.2	The system terminology must be consistent from screen-to-screen.	X		
1.2.1.3	The system terminology must be consistent in on-line help.	X		
1.2.1.4	The system terminology must be consistent in written documentation.	X*		
1.2.2	System must be user friendly to users of varying levels of computer skill and experience.	X*		
1.3	System Design Elements			
1.3.1	The system must have on-line help and glossaries.	X*		
1.3.2	The system must allow for the conversion of all existing data on current database.	Intentionally Omitted; Removed per Addendum No. 1 of the RFP.		
1.3.3	The system must allow for the conversion of inactive data stored off-line.		X	
1.3.4	The system must allow for the restoration of transactions, in their entirety that have been inactivated or archived from the database.		X	
1.3.5	The system must be able to store two million five hundred thousand (2,500,000) transactions.	X*		
1.3.6	Screens			
1.3.6.1	The system must provide function-specific data entry screens.	X		
1.3.6.2	The system must provide information read-only screens.	X		
1.3.6.3	The system must provide screens with a scroll feature to view information that is greater than the screen itself.	X		

**Exhibit A - Statement of Work
Appendix B**

Reference Number	Business Requirements	Existing	To Be Customized	Not Available
1.3.7	Data Access			
1.3.7.1	The system must provide access to data by multiple search criteria including, but not limited to:			
1.3.7.1.1	Payer Name	X*		
1.3.7.1.2	Wildcard matches	X		
1.3.7.1.3	Partial name	X		
1.3.7.1.4	Transaction Number	X		
1.3.7.1.5	Account Number	X		
1.3.7.1.6	Payment Code	X		
1.3.7.1.7	Charge Code	X		
1.3.7.1.8	Transaction Type	X		
1.3.7.10	Deposit Permit Number	X		
1.3.7.11	Batch Number	X		
1.3.7.12	Operator ID	X		
1.3.7.13	Document Number	X		
1.3.7.14	Payment Amount	X		
1.3.8	Documentation for the system must be kept up to date and include, but not limited to:			
1.3.8.1	Data Model	X*		
1.3.8.2	Data Flow Diagram	X		
1.3.8.3	Business Rules	X		
1.3.8.4	Input/Output Layout	X		
1.3.8.5	Input/Output Field Description	X		
1.3.8.6	Report Layout	X		
1.3.8.7	Report Field Description	X		
1.3.8.8	Graphical User Interface	X		

**Exhibit A - Statement of Work
Appendix B**

Reference Number	Business Requirements	Existing	To Be Customized	Not Available
1.3.8.9	User Manual	X		
1.3.8.10	Required Toolsets	X		
1.3.8.11	Data Dictionary	X		
2.0	SECURITY REQUIREMENTS			
2.1	System Administrator			
2.1.1	The system administrator must have total accessibility to the system.	X*		
2.1.2	The system must have an automatic log-off feature controlled by the network administrator.	X*		
2.2	Tracking			
2.2.1	The system must provide audit trails for all transactions.	X*		
2.2.2	The system must track any over-rides made by anyone logged onto the system.	X*		
2.2.3	The system must track all entries using the log-on identification.	X*		
2.3	Passwords			
2.3.1	The system must allow for automatic password expiration at specified intervals e.g., every 90 days	X*		
2.3.2	The system must allow the user to change his/her own password.	X*		
2.3.3	The system must validate that passwords are at least eight (8) characters in length.	X*		
2.3.4	The system must validate that passwords must be a combination of letters and numbers.	X*		
2.3.5	The system must validate that the last three (3) passwords cannot be used when changing a password.	X		
2.3.6	The system must lockout a workstation after a specified number of denied log-on attempts.	X		
2.4	Security Profiles			
2.4.1	The system must set the security profile to define personnel authorized to log on.	X*		
2.4.2	The system must set the security profile to define personnel authorized to add data.	X*		
2.4.3	The system must set the security profile to define personnel authorized to delete data.	X*		

**Exhibit A - Statement of Work
Appendix B**

Reference Number	Business Requirements	Existing	To Be Customized	Not Available
2.4.4	The system must set the security profile to define personnel authorized to change data.	X*		
2.4.5	The system must set the security profile to define personnel authorized to view data.	X*		
2.4.6	The system must set the security profile to define personnel authorized to approve data.	X*		
2.5	Data Access Restrictions			
2.5.1	The system must provide the option to restrict data access for each security profile by user identification.	X*		
2.5.2	The system must provide the option to restrict data access for each security profile by screen.	X*		
2.5.3	The system must provide the option to restrict data access for each security profile by field menu.	X*		
2.5.4	The system must provide the option to restrict data access for each security profile by module.	X*		
2.5.5	The system must provide the option to restrict data access for each security profile by report.	X*		
2.5.6	The system must provide the option to restrict data access based on user role.	X*		
3.0	TECHNICAL REQUIREMENTS			
3.1	The Contractor must furnish and install a turnkey cashiering system that includes all appropriate hardware, peripherals, software, installation, training, maintenance, and support to comply with the specifications set forth herein.	X*		
3.1.1	The Contractor must identify all hardware requirements necessary for the successful implementation of the proposed system and the County retains the right to purchase the proposed hardware from existing contractual arrangements or to competitively bid the purchase of the required hardware.	X*		
3.2	The system must utilize open, industry standard client server architecture (web enabled preferred)	X		
3.3	The system must be LAN based, utilizing Ethernet and Microsoft NT 4.0 /2000 Sever via TCP/IP.	X		
3.4	The system must reside in its own VLAN but be accessible to authorized users across the County Enterprise network and the TTC LAN.	X		

**Exhibit A - Statement of Work
Appendix B**

Reference Number	Business Requirements	Existing	To Be Customized	Not Available
3.5	The system must include testing/training databases that may be used concurrently with the production database.	X		
3.6	The system's database must provide flexible programming capabilities, be maintained and performance fine-tuned easily – Oracle or SQL Server preferred.	X		
3.7	Workstations should consist of a PC-based CPU, monitor, keyboard, mouse, scanner, image capture device and appropriate cables.	X		
3.7.1	The Contractor shall separately identify all equipment necessary to implement the proposed solution.	X		
3.8	The cashier window workstations must fit into the existing space.	X		
3.9	Redundancy of all critical hardware components must be engineered.	X		
3.10	RAID V (or higher) must be configured to be hot-pluggable disks to ensure data integrity and continued operation in the event of a disk failure.	X		
3.11	The system must have the ability to archive images on RAID disk.	X		
3.11.1	The system must be configured to maintain at least 7 calendar days of peak processing images on RAID. The Contractor must identify all hardware requirements necessary for the successful implementation of the proposed system and the County retains the right to purchase the proposed hardware from existing contractual arrangements or to competitively bid the purchase of the required hardware.	X*		
3.12	The system must accommodate the possible opening of branch offices located in Los Angeles County in the future.	X*		
3.13	The system must scale to accommodate future transaction growth.	X		
3.14	The system must include two laser printers that print at a minimum rate of 16-PPM the printers must be accessible to all workstations configured on the system's LAN.	X		
3.15	In the event of a loss of contact with the server or when operating in a remote location the system must provide for the capability for individual cashiering workstations to function off line and be able to send the transactions completed off line to the sever when contact with the server is re-established.	X*		

**Exhibit A - Statement of Work
Appendix B**

Reference Number	Business Requirements	Existing	To Be Customized	Not Available
3.16	The system must provide for temporary-remote cashiering in location not on the County backbone to connect to the server and be fully functional over telephone lines either through RAS or some other remote connection utility that provides adequate security meeting County security standards.	X		
3.17	All applicable software must be capable of interfacing with the TTC NT 4/NT 2000 Client/Server Network, and IBM compatible personal computers. The current TTC Network server is a DELL PowerEdge 6450, Pentium III Xeon 700 MHZ/2M Cache, Dual Processor Pentium III Xeon 700 MHZ/W/2M Cache, 3GB SDRAM-12 DIMMS, 18 GB 1 Ultra SCSI 10K RPM Hard Drive.	X		
3.17.1	The Contractor shall separately identify all equipment necessary to implement the proposed solution.	X*		
3.18	The existing network infrastructure that the application must use is Ethernet with switched 10/100 Ethernet to the desktop, Gigabyte fiber Ethernet on the backbone, and Cat 5 horizontal wiring for virtual LANS.	X		
3.19	The system must be Y2K compliant (four digit years).	X		
3.20	The system must have multiple screen capabilities.	X		
3.21	Updating			
3.21.1	The system must have the ability to update values of data elements stored in tables.	X		
3.21.2	The system must have the ability to validate entered data against valid values on tables upon on-line entry such as the validation of the contents of an OCR scan line.	X		
3.21.3	The system must have the ability to perform updating from external batch sources (e.g., remote cashiering locations).	X		
3.22	Databases			
3.22.1	The system must have a relational database structure with real-time access and update.	X		
3.22.2	The system must include a separate set of databases that may be used concurrently with the production database for the purpose of testing and/or training.	X		
3.22.3	The system must have the flexibility to expand the database structure.	X		
3.22.4	The Contractor must provide a schematic describing the proposed technical architecture of the proposed system identifying the required hardware and identifying the software necessary for operation of the proposed solution.	X		

**Exhibit A - Statement of Work
Appendix B**

Reference Number	Business Requirements	Existing	To Be Customized	Not Available
3.23	Training			
3.23.1	The Contractor must provide on-site training of TTC personnel including a train the trainer program.	X*		
3.23.2	The Contractor must remain on-site during the implementation and training phases to ensure the system is working properly and users are properly trained, as determined by the County.	X*		
3.24	Archiving of Records			
3.24.1	The system must archive records upon request for records within a user-defined time and criteria.		X*	
3.24.2	The system must validate the integrity of the database before and after the archive.		X*	
3.24.3	The system must identify orphaned records (i.e., records that do not have parent values).		X*	
3.24.4	The system must report all records included in archive.		X*	
3.25	Error Messages			
3.25.1	The system must allow error messages to have like text across all system modules.	X		
3.25.2	The system must allow error messages to have like codes across all system modules.	X		
3.25.3	The system must allow error messages to appear in same location across all screens.	X		
3.25.4	The system must integrate error messages with the online help function.	X		
3.26	End-of-Day Closing Routine			
3.26.2	When a transaction is successfully completed, it must reside in the cashiering system database as unverified. At the end of the day when the End-of-Day Closing Routine is initiated and successfully completed, the unverified transactions must be flagged as verified and released for transmission to the host systems.	X		
3.26.3	Host files are created and transmitted to the host systems.	X		
3.26.4	Daily, weekly and month end reports are created and printed.	X		
3.26.5	Unattended system backup is executed.	X		
3.26.6	Image files are transmitted to image archive system.	X		
3.27	User Maintainable Reference Tables			

**Exhibit A - Statement of Work
Appendix B**

Reference Number	Business Requirements	Existing	To Be Customized	Not Available
3.27.1	The cashiering system must provide TTC with the capability of maintaining reference tables that contain data values that identify Departments, service types, departmental numbers, cashier IDs, etc.	X		
3.27.2	These tables must be used to ensure valid data entry to specific fields.	X		
3.27.3	When the data is not scanned from the source document, the cashiering system must present the table in "pop up" fashion when the cursor enters that specific field for the operator to choose the correct item from the list.	X		
3.27.4	Only an authorized user can have the capability to add, modify, and delete data within these tables.	X		
3.27.5	Departmental Number: This table must be used to identify the various departments/agencies that deposit funds through TTC. See Appendix B2	X		
3.27.6	Cashier ID: This table must be used to identify the various cashiers that must access the system including supervisors, and managers.	X		
3.27.7	Payment Code: This table must be used to identify the various types of payment. See Appendix B3.	X		
3.27.8	A "window" for cash transactions must be provided for the entry of specific currency denominations received.	X		
3.27.9	Charge Code: Each payment may have one to many Charge Codes associated with it. See Appendix B4.	X		
3.28	Required Interfaces To Other Systems. (File formats are included in Appendix B8)			
3.28.1	Provide the capability to download the PC-based payment transaction files to disk in the required format or to FTP transactions files to various departmental servers.	X		
3.28.2	The system must allow a Charge Code associated with the Suspense Remittance Memorandum (SRM) to be transmitted to the Auto Suspense system via the Auto Suspense host file.	X		
3.29	The Cashiering System must be able to interface with the County's planned Enterprise Resource Planning (ERP) General Ledger and Accounts Receivable applications. Identify the product's capabilities to interface with commercial financial ERP systems provided by PeopleSoft Financials, SAP Financials, and Oracle Financials.	X		
4.0	FUNCTIONAL REQUIREMENT			

**Exhibit A - Statement of Work
Appendix B**

Reference Number	Business Requirements	Existing	To Be Customized	Not Available
4.1	The system must allow for the printing of a duplicate receipt for any transaction not purged from the system database.	X*		
4.2	The source document for payments is typically a payment stub, usually with an account or bill number in an OCR scanline when a payment stub is presented. The system must provide the cashier with the capability to scan in the account/bill number.	X*		
4.3	When a payment stub is presented but some or all of the scan line data is unable to be read, the system must allow the cashier to enter the correct data and any other account information that is not scannable.	X*		
4.4	The system must allow the cashier to enter the account/bill number and any other account information if the stub is not available.	X*		
4.5	The system must validate the data by employing the algorithms associated with the various Client scan lines. Scanline definitions and check digit algorithms are contained in Appendix B7.	X		
4.6	The system must have the ability to process each of the following combination of every job: single stub/single check; single stub/multiple checks; multiple stubs/single check, multiple stubs/multiple checks; checks only. Credit card; debit card; electronic check truncation; and cash or any combination of these forms of payment may be substituted for the word "check" in the preceding sentence.	X*		
4.7	The cashiering system must allow for the following input types: key data entry; optical character recognition by some OCR device such as, but not limited to scanner, swipe or wand magnetic stripe by some magnetic strip recognition device.	X*		
4.8	The system must include a "pre-pass" function in the multiple processing mode. This function would read the scanline amounts on the stubs, accumulating a total for all stubs read and display the total so that the cashier could compare the total to the amount of cash or the sum of the negotiable instruments being presented for payment.		X*	
4.9	The system's software must be able to verify scanline check digits and data account numbers.		X	
4.10	The system scanner must have the ability to read multiple fonts including, without limit, OCR A and MICR.	X*		
4.11	The system should allow for processing stubs with variable scanlines intermingled in one batch.	X		
4.12	The system must print the Transaction number on each payment instrument.	X*		
4.13	The system must capture images of the front of the checks and stubs processed.		X	

**Exhibit A - Statement of Work
Appendix B**

Reference Number	Business Requirements	Existing	To Be Customized	Not Available
4.13.1	A bitonal image must be in industry standard TIF file format.	X		
4.13.2	A gray image must be in industry standard JPG file format.			X
4.14	The system must allow for a transaction by the supervisor to transfer cash between the vault and the cashier so that each cashier maintains their minimum cash balance.	X*		
4.15	The data values of each business process must be "User Maintainable" and provide the Banking Operation with the capability of adding or deleting data.	X		
4.16	The system must allow an authorized user to employ some simple computation logic through the use of tables.	X		
4.17	The system must keep a record of each transaction in the database.	X		
4.18	The system should allow for processing stubs with variable scanlines intermingled in one transaction.	X		
4.19	Payment and account information must be captured for transmission to various client server systems, mainframe, PC systems and manual systems for posting to the appropriate account receivable.	X		
4.20	Voided Transactions			
4.20.1	Once a transaction is successfully completed and saved in the database as unverified, the cashiering system must provide, only to users with the appropriate security level, the ability to "Void" a transaction.	X		
4.20.2	A transaction marked as void must remain in the database and must not be sent to any other system.	X		
4.20.3	All transactions marked void must have authorization by the appropriate security level.	X*		
4.20.4	Verified transactions may not be voided.			X
4.21	The cashiering system must validate data input for specified data elements including data format entered or scanned (i.e., account number only accepts numeric values).	X		
4.22	The cashiering system must validate required data (i.e., if payment method is a credit card then a credit card number must be entered).	X		
4.23	The system must allow a duplicate receipt of any transaction in the database to be printed on demand.	X*		
4.24	A detailed receipt will be required for all transactions. Receipt elements are shown in the chart in Appendix B 1.	X*		
4.25	Receipt Elements			
4.25.1	All Receipts must contain the following elements:			

**Exhibit A - Statement of Work
Appendix B**

Reference Number	Business Requirements	Existing	To Be Customized	Not Available
4.25.1.1	The system is required to assign Receipt/Transaction Number and maintain this unique identifier.	X*		
4.25.1.2	A receipt must be printed for each transaction.	X*		
4.25.1.3	There can only be one receipt/transaction number per receipt.	X*		
4.25.1.4	There can only be one Transaction Type per receipt.	X		
4.25.1.5	The Cashier ID must be printed on the Receipt.	X*		
4.25.1.6	The Transaction Date (current date) must be printed on each receipt.	X*		
4.25.1.7	The Payment Code or Codes must be printed on the Receipt.	X*		
4.25.1.8	Total paid by each Payment Code must be printed on the receipt.	X*		
4.25.1.9	If the Payment Code is for a Debit Card or Credit Card transaction the authorization number must be printed on the receipt.	X*		
4.25.1.10	If the Payment Code is for a Debit Card or Credit Card transaction the Credit or Debit card numbers must be truncated or encrypted when stored in the database.	X*		
4.25.1.11	Total Amount Received must be printed on the Receipt.	X*		
4.25.1.12	Total Number of Items Paid or Purchased must be printed on the Receipt	X*		
4.25.1.13	Total Amount of Change Returned must be printed on the Receipt.	X*		
4.25.1.14	Total Items is the sum of negotiable instruments and must be printed on the Receipt.	X*		
4.25.2	Additional Receipt Elements required by Transaction Code:			
4.25.2.1	Transaction Code: Treasury Deposit Type Receipt Elements			
4.25.2.1.1	Total Amount of Deposit Permit that the County agency states is to be deposited must printed on the Receipt.	X		
4.25.2.1.2	Total Check Value Received is the value of all the checks as stated on the source document (Deposit Permit) must be printed on the Receipt.	X		
4.25.2.1.3	Total Cash Received is the amount of cash as stated on the source document (Deposit Permit) with a breakdown by denomination must be printed on the Receipt.		X	
4.25.2.1.4	There can only be one departmental number per receipt. (See Appendix B2 for a list of Department Numbers.)	X		
4.25.2.2	Transaction Code: Petty Cash			
4.25.2.2.1	Total amount of coin purchased must be printed on the Receipt.	X		
4.25.2.2.2	Total amount of currency purchased must be printed on the Receipt.	X		
4.25.2.2.3	Total amount of petty cash paid out must be printed on the Receipt.	X		
4.25.2.2.4	Warrant Number must be printed on the Receipt.		X	

**Exhibit A - Statement of Work
Appendix B**

Reference Number	Business Requirements	Existing	To Be Customized	Not Available
4.25.2.2.5	Warrant Amount must be printed on the Receipt.		X	
4.25.2.3	Transaction Code: Secured Property Tax (Wausau Client 1) is required by California Revenue and Taxation Code, Section 2615, to include the additional data elements below, which are included in the scan line of the payment stub.			
4.25.2.3.1	Fiscal Year must be printed on the Receipt.	X*		
4.25.2.3.2	Installment Number must be printed on the Receipt.	X*		
4.25.2.3.3	AIN (Assessor Identification Number) must be printed on the Receipt.	X*		
4.25.2.4	Transaction Code: Unsecured Property Tax (Wausau Client 2) is required by the California Revenue and Taxation Code, Section 4106 to include the additional data elements listed below. The operator will be required to enter the variable data not included in the scan line.			
4.25.2.4.1	The name of the assessee must be printed on the Receipt.		X*	
4.25.2.4.2	Amount of the assessment must be printed on the Receipt.		X*	
4.25.2.4.3	Beginning and ending dates of the Fiscal Year for which the tax is being paid in addition to the volume bill number must be printed on the Receipt.		X*	
4.26	Reports			
4.26.1	The system must allow for the creation/customization of Ad Hoc reports by the user on a demand basis.	X*		
4.26.2	The system must have the ability to run online reports in the background and allows users to continue processing.			X
4.26.3	The system must have the ability to schedule and view print time for batch printing.	X		
4.26.4	The system must provide the user the ability to specify number of copies of report printed.	X*		
4.26.5	The system must have the ability to print a range of pages.	X*		
4.26.6	The system must have the ability to route report output to Microsoft Word.	X*		
4.26.7	The system must have the ability to route report output to Microsoft Excel.	X*		
4.26.8	The system must generate reports based on user-defined thresholds and criteria, other than date.	X*		
4.26.9	The system must provide reports on any date during the month or year.	X*		
4.26.10	The system must allow users to sort reports by any field within the report.		X*	

**Exhibit A - Statement of Work
Appendix B**

Reference Number	Business Requirements	Existing	To Be Customized	Not Available
4.26.11	The system must allow users to define summarization and option to display detail lines or only totals.	X*		
4.26.15	Revenue and Disbursement Report: This is a daily summary report of receipts by Charge/Revenue Code (e.g. program type, service type) that includes transaction counts and amounts for each code. This report is used for balancing the receipts and disbursements. (See Appendix B6)	X		
4.26.16	Charge Code Detail Reports: These are detailed charge reports for each Charge Code and are produced on a demand basis. There is a list of specific Charge Codes that must be produced daily that are used for account and trust reconciliation for certain Clients. (See Appendix B6)	X		
4.26.17	Payment Code Summary: This is a daily summary of payments for each payment code that includes a transaction count and amounts for each code. (See Appendix B6)	X		
4.26.18	Host File Report: The system must be able to produce a batch transfer (extract) report listing all data sent to the host by date, job type, batch counts, batch amounts, and a grand dollar total of each to balance back to bank deposits. (See Appendix B6)	X		
4.26.19	Production Reports: The system must be able to produce an operator report with date or range of dates, operator number, workstation number, job types, job counts, time on machine, time for completion, operator elapsed time, start and stop times, breaks (suspend time), and Voided or changed records. (See Appendix B6)	X		
4.26.20	Cashier Balancing Report: The system must produce a report to assist the Cashier in balancing out their cash drawers during the course of a day and at day end. (See Appendix B6)	X		
4.26.21	The system must export COLD file formatted versions of the report to the County's Document Management System.			X
4.27	Deposit Permits			
4.27.1	The system must be able to produce electronic Deposit Permits in the future as the County's Financial system is upgraded.	X		
4.27.2	The system must be able to assign a Deposit Permit Number to a Deposit Permit. Departments will request the issuance of pre-numbered Deposit Permits for future use.	X		
4.27.3	The system must print the Deposit Permit Number on the Deposit Permit.	X		
4.27.4	Deposit Permit Numbers are sequential. The system must maintain a list of Deposit Permit Numbers issued.	X		

**Exhibit A - Statement of Work
Appendix B**

Reference Number	Business Requirements	Existing	To Be Customized	Not Available
4.27.5	The system must accept a new deposit permit seed number each year.	X		
5.0	Output File Requirements			
5.1	Option A, Stand Alone Automated Cashiering System			
5.1.1	Transaction Information and Images of the payment documents check(s), cash substitute document and stub(s) for all non Treasury Deposit Only Transactions must be sent to the County's Optima Imaging System. (Appendix B5.1)		X	
5.1.2	Transaction information for Account Receivable type transactions must be sent via FTP across the County Enterprise LAN or the TTC LAN as part of the end of day routine each evening. The business rules and file formats are detailed in Appendix B8.		X	
5.1.3	The system must produce a text file on a diskette with a listing of all deposit permits processed. Each deposit permit record has the following fields: Deposit Permit Date; Deposit Permit Number; Deposit Amount. (Zero if Deposit Permit is for Deposit Permit number validation only).		X	
5.2	Option B, Fully Integrated Automated Cashiering System			
5.2.1	Transaction Information and Images of the payment documents check(s), cash substitute and stub(s) for all non Treasury Deposit Only Transactions must be sent to the County's Optima Imaging System. (Appendix B5.2)		X	
5.2.2	The system must produce a text file on a diskette with a listing of all deposit permits processed. Each deposit permit record has the following fields: Deposit Permit Date; Deposit Permit Number; Deposit Amount. (Zero if Deposit Permit is for Deposit Permit number validation only).		X	
6.0	Purge and Archive Requirements			
6.1	All transaction data must be stored for a period of five (5) years from transaction date.	X*		
6.2	Annually all transactional data that is older than five (5) years must be moved to a non electronic archive such as CD where it must be retained for seven (7) additional years for a total of twelve (12) years.	X		
6.3	A pointer record of an archived transaction must remain in the active database to allow for the retrieval of any transaction that is stored in the archive on a demand basis.	X		
7.0	Backup and Recovery Requirements			

**Exhibit A - Statement of Work
Appendix B**

Reference Number	Business Requirements	Existing	To Be Customized	Not Available
7.1	The system must provide menu-driven and auto batch back-up routines for the purpose of backing up the following data to external media:	X*		
7.1.1	Daily Transactions	X		
7.1.2	Weekly copies of the database and all reference tables.	X		
7.1.3	Monthly copies of the database and all reference tables.	X		
7.2	Recovery and/or reconstruction of data should be available to the user through menu options.	X		
7.3	System administration must be supported by the Contractor; enabling the user to perform backup, file deletion, and report printing, in an unattended mode	X		
8.0	Ongoing System Support Requirements			
8.1	The Contractor must provide a single point of contact for all systems needs including hardware, software support, and supplies.	X*		
8.2	The Contractor must commit to no more than a 15-minute call back time frame in response to trouble calls, and a maximum two-hour on-site response time for system hardware or software failures.	X*		
8.3	Remote, dial-in diagnostics, and support must be provided by the Contractor.	X*		
8.4	An unattended, proactive daily diagnostics alternative must be provided by the Contractor that identifies potential system problems before they occur.	X		
8.5	Software fixes and enhancements must be able to be downloaded by the Contractor.	X		
8.6	Three complete sets of documentation including technical and operator instruction manuals must be provided with the system, including instructions specific to our operation.	X*		
9.0	Screen Scrape (Optional and May Not Be Awarded)			
9.1	Workstations with Screen Scrape capabilities must activate emulator software at the start of the production day.		X	
9.2	The stations with Screen Scrape capabilities must connect to 5 databases.		X	
9.3	During account number keying the operator must type an entry to initiate the database search function. This entry must be an account number.		X	
9.4	A list of results must be presented on the screen in the following manner:			

**Exhibit A - Statement of Work
Appendix B**

Reference Number	Business Requirements	Existing	To Be Customized	Not Available
9.4.1	For Client 1 and 2 (Secured and Unsecured, respectively) Assessee Name, Mailing Address, Account Number must appear in the top left section of the screen. Then a listing by Tax Year, Sequence, Installment and Amount Due starting with the most current Year and sequence and continuing in descending order.		X	
9.4.2	For Client 3 and 5 (Redemption and Unsecured Prior Year respectively) the results must be in an order from the oldest Year and Sequence and continuing in Ascending order.		X	
9.4.2.1	The operator must have the opportunity to select the desired account, apply a partial payment, over payment or send the transaction to the Auto Suspense File.		X	
9.4.2.2	The information from the database must be populated into the appropriate stub fields and the output record must be formatted in accordance with the appropriate clients file layouts for that application.		X	
9.4.3	For Client 15 and 16 (CARRS Collection and CARRS Probation, respectively) Debtor Name, Mailing Address, Account Number must appear in the top left section of the screen. Then a listing by Amount Due starting with the most current Year continuing in descending order.		X	
9.5	Client1 (Secured Tax Roll (STR))			
9.5.1	Client 1 (Secured Tax Roll (STR)) inquiries must be directed to the Secured Tax Roll (STR) database through Cross Access Screen (CAS).		X	
9.5.2	If the Parcel Number is not found, present a message on the screen "Parcel Not Found" and allow the operator to try again.		X	
9.5.3	The operator must have the opportunity to select the desired account bill, apply a partial payment or send the transaction to the Auto Suspense file.		X	
9.5.4	The output record must be formatted in accordance with the specifications for the Secured Tax Payment and all existing account validations must also apply to the new account fields.		X	
9.5.5	The output record must be set up for telecommunications to the STR database or Auto Suspense.		X	
9.6	Client 2 (Unsecured Tax Roll (UTR))			
9.6.1	Client 2 (Unsecured Tax Roll (UTR)) inquiries must be directed to the Unsecured Tax Roll database through CAS.		X	
9.6.2	If the Year and Volume Bill Number are not found, the system must present a message on the screen "Bill Number Not Found" and allow the operator to try again.		X	
9.6.3	The operator must have the opportunity to select the bill, apply an over payment, or send the shy payment to the Auto Suspense system.		X	

**Exhibit A - Statement of Work
Appendix B**

Reference Number	Business Requirements	Existing	To Be Customized	Not Available
9.6.4	The output record must be formatted in accordance with the specifications for the Unsecured Tax Payment.		X	
9.6.5	All existing account validations must also apply to the new account fields.		X	
9.6.6	The output record must be set up for telecommunications to the STR database or Auto Suspend.		X	
9.6.7	Response time must not exceed 2 seconds.		X*	
9.7	Client 3 (Secured Defaulted Tax Roll (SDTR))			
9.7.1	Client 3 (Secured Defaulted Tax Roll (SDTR)) inquiries must be directed to the Secured Defaulted Tax Roll (SDTR) database through CAS.		X	
9.7.2	If the Parcel Number is not found, the system must present a message on the screen "Parcel Number Not Found" and allow the operator to key again.		X	
9.7.3	The operator must have the opportunity to select the desired parcel number, apply a partial payment, or send the transactions to the automated suspense.		X	
9.7.4	The output record must be formatted in accordance with the specifications for the Secured Defaulted Tax Roll (SDTR) Payment.		X	
9.7.5	All existing account validations must also apply to the new account fields.		X	
9.7.6	The output record must be set up for telecommunications to the STR database or Auto Suspend.		X	
9.7.7	Response time must not exceed 2 seconds.		X*	
9.8	Client 5 (Personal Property Prior (PPP))			
9.8.1	Client 5 (Personal Property Prior (PPP)) inquiries must be directed to the Personal Property Prior database.		X	
9.8.2	If the Year and Volume bill number are not found, present a message on the screen "Bill Number Not Found" and allow the operator to try again.		X	
9.8.3	The operator must have the opportunity to select the bill, apply an over/shy payment, or send the payment to the Auto Suspend system.		X	
9.8.4	The output record must be formatted in accordance with the specifications for the Secured Tax Payment.		X	
9.8.5	All existing account validations must also apply to the new account fields.		X	
9.8.6	The output record must be set up for telecommunications to the PPP database or the Automated Suspend system.		X	

**Exhibit A - Statement of Work
Appendix B**

Reference Number	Business Requirements	Existing	To Be Customized	Not Available
9.8.7	Response time must not exceed 2 seconds.		X*	
9.9	Client 15 (CARRS – Collections)			
9.9.1	Client 15 (CARRS–Collections) inquiries must be directed to the CARRS database.		X	
9.9.2	If the Account Number is not found, present a message on the screen “Account Number Not Found” and allow the operator to try again.		X	
9.9.3	The operator must have the opportunity to select the bill, apply an over/shy payment, or send the payment to the Auto Suspense system.		X	
9.9.4	The output record must be formatted in accordance with the specifications for the DMR and all existing account validations must also apply to the new account fields.		X	
9.9.5	The output record must be set up for telecommunications to the DMR or Auto Suspense.		X	
9.9.6	Response time must not exceed 2 seconds.		X*	
9.10	Client 16 (CARRS–Probation)			
9.10.1	Client 16 (CARRS–Probation) inquiries must be directed to the CARRS database.		X	
9.10.2	If the Account Number is not found, present a message on the screen “Account Number Not Found” and allow the operator to try again.		X	
9.10.3	The operator must have the opportunity to select the bill, apply an over/shy payment.		X	
9.10.4	The output record must be formatted in accordance with the specifications for the DMR.		X	
9.10.4.1	All existing account validations must also apply to the new account fields.		X	
9.10.5	The output record must be set up for telecommunications to the DMR.		X	
9.10.6	Response time must not exceed 2 seconds		X*	
* Refer to Exhibit H of this Agreement, Contractor's Proposal, Appendix B, Business Requirements Checklist, "Explanation to Part B SOW Appendix B Business Requirements Checklist."				

CASHIERING SYSTEM RECEIPT ELEMENTS

	Accounts Receivable Payments	Service Payments	Treasury Deposit Transactions	Petty Cash Request Transactions	Refund Transactions
Receipt/Transaction Number (assigned by system)	X	X	X	X	X
Transaction Category Identifier	Program Type	Service Type	Departmental Number	Departmental Number	Refund Voucher Number
Transaction Category Identification Number	Account or Bill Number	N/A	Deposit Permit Number	Warrant Number	Requisition Number
Cashier Id Number	X	X	X	X	X
Transaction Date	X	X	X	X	X
Effective Date (Custom Dating)	Program Specific Penalty Date	N/A	N/A	N/A	N/A
Installment Number	Program Specific	N/A	N/A	N/A	N/A
Payment Method	X	X (some transactions limited)	N/A	N/A	N/A
Total Paid by Each Payment Method	X	X	N/A	N/A	N/A
Debit or Credit Card Number	X	X	N/A	N/A	N/A
Total Amount of Deposit Permit	N/A	N/A	X	N/A	N/A
Total Amount Received	X	X	Deposit Permit Amount	Amount of Warrant	Payment Amount(s)
Total Number of Items Paid for or Purchased	X	X	N/A	Amount of Coins Amount of Currency	X
Total Amount of Change Returned	X	X	N/A	N/A	N/A
Total Amount of Coin Purchased	N/A	N/A	N/A	X	N/A
Total Amount of Currency Purchased	N/A	N/A	N/A	X	N/A
Total Amount of Petty Cash Purchased	N/A	N/A	N/A	X	N/A
Total Check Value Received	N/A	N/A	X	N/A	N/A
Total Cash Received	N/A	N/A	X	N/A	N/A
Verified Cash Amount	N/A	N/A	X	N/A	N/A
Verified Total Amount Received	N/A	N/A	X	N/A	X

**Exhibit A - Statement of Work
Appendix B1**

	Accounts Receivable Payments	Service Payments	Treasury Deposit Transactions	Petty Cash Request Transactions	Refund Transactions
Total Items (# of negotiable instruments)	N/A	N/A	N/A	N/A	X
Payer Name	Program Specific	N/A	N/A	N/A	N/A
Fiscal Year	Program Specific	N/A	N/A	N/A	N/A
Ending Date of Fiscal Year	Program Specific	N/A	N/A	N/A	N/A
Assessment Amount	Program Specific	N/A	N/A	N/A	N/A

Department Number List

Sorted By Department Number	Sorted By Department Name
# Customer Name	# Customer Name
2 Superior Court	58 Action Rehabilitation Center
3 Registrar Recorders	28 Agricultural Commissioner
5 TTC Internal Controls	60 Animal Control
7 Court Trustee	27 Assessor
10 Law Library	45 Auditor- Controller Accounting Various
11 Public Works	105 Auditor- Controller Audit
13 Parks and Recreation Pomona Courts	48 Auditor- Controller Special Garnishment
14 CAO 1 Employee Benefits	29 Beaches and Harbor
15 Department of Public Social Services	110 Bellflower
16 Coroner	31 Board of Supervisors
17 Rancho Los Amigos	73 California Children's Services
18 Public Library	14 CAO 1 Employee Benefits
22 LAC/USC Medical Center	106 Catalina Justice Court
23 Public Health	42 Children Services
24 Fire Department	C1 Client 1 Secured
27 Assessor	C15 Client 15 CARRS Collection
28 Agricultural Commissioner	C16 Client 16 CARRS Probation
29 Beaches and Harbor	C2 Client 2 Unsecured
31 Board of Supervisors	C3 Client 3 Redemption (Secured Defaulted)
32 L.A. Municipal Court	C5 Client 5 Prior Year Unsecured
33 Health Administration	C6 Client 6 Public Health
34 Public Administration/Guardian	C7 Client 7 Business License
36 Public Defender	104 Community College
37 TTC Collections	84 Community Senior Citizens
38 Olive View Medical Center	16 Coroner
39 Sanitation	46 County Counsel
40 District Attorney	7 Court Trustee
42 Children Services	296 D.H.S. Aids Program
45 Auditor- Controller Accounting Various	15 Department of Public Social Services
46 County Counsel	40 District Attorney
47 School Services	24 Fire Department
48 Auditor- Controller Special Garnishment	57 Harbor/UCLA Medical Center
51 Mental Health	33 Health Administration
57 Harbor/UCLA Medical Center	64 High Desert Hospital
58 Action Rehabilitation Center	70 Internal Services
59 Regional Planning	521 Jury Duty
60 Animal Control	32 L.A. Municipal Court
64 High Desert Hospital	74 L.A. Office of Education
67 Military & Veterans Affairs	102 L.A. Unified School District

**Exhibit A - Statement of Work
Appendix B2**

68	South Coast Air Quality Man.	22	LAC/USC Medical Center
70	Internal Services	10	Law Library
72	Warm Springs	108	Long Beach
73	California Children's Services	81	Martin Luther King Hospital
74	L.A. Office of Education	51	Mental Health
75	Workers Comp./Long Term	67	Military & Veterans Affairs
81	Martin Luther King Hospital	30A	Museum of Art
82	San Gabriel Mosq.	30B	Museum of Natural History
84	Community Senior Citizens	111	Norwalk
99	Probation	38	Olive View Medical Center
102	L.A. Unified School District	13	Parks and Recreation Pomona Courts
104	Community College	167	Pomona Courts
105	Auditor- Controller Audit	99	Probation
106	Catalina Justice Court	34	Public Administration/Guardian
108	Long Beach	36	Public Defender
109	Wilmington	23	Public Health
110	Bellflower	18	Public Library
111	Norwalk	11	Public Works
167	Pomona Courts	17	Rancho Los Amigos
296	D.H.S. Aids Program	59	Regional Planning
521	Jury Duty	3	Registrar Recorders
525	Santa Monica Municipal Court	82	San Gabriel Mosq.
801	Santa Monica College	39	Sanitation
1B	Street Bonds	801	Santa Monica College
1C	TTC Banking	525	Santa Monica Municipal Court
30A	Museum of Art	47	School Services
30B	Museum of Natural History	9B	Sheriff Business
35A	Sheriff I.R.C.	35A	Sheriff I.R.C.
35B	Sheriff S.B.I	35B	Sheriff S.B.I
9B	Sheriff Business	68	South Coast Air Quality Man.
C1	Client 1 Secured	1B	Street Bonds
C15	Client 15 CARRS Collection	2	Superior Court
C16	Client 16 CARRS Probation	1C	TTC Banking
C2	Client 2 Unsecured	37	TTC Collections
C3	Client 3 Redemption (Secured Defaulted)	5	TTC Internal Controls
C5	Client 5 Prior Year Unsecured	72	Warm Springs
C6	Client 6 Public Health	109	Wilmington
C7	Client 7 Business License	75	Workers Comp./Long Term

PAYMENT CODES

Payment Code	Description
BB	Beginning Balance
C	Cash
Cancel	Cancel Dollars per Refund Voucher
CC	Credit Card
CFROM	Cash From Vault
CK	Check
CTO	Cash to Vault
DC	Debit Card
EC	Electronic Check
FED	Check from Federal Government
GF	Guaranteed Funds such as Cashier's Check
MISA	MISA Deposit Applied
MO	Money Order
OC	Other Cash
OCTO	Other Cash to Vault
OR	Over Remittance
RV	Refund Voucher
SCRIPT	MTA
TO	Teller Unaccounted for Over
TS	Teller Unaccounted for Shortage
WARR	Warrant for Petty Cash Replenishment

CHARGE CODES

<u>Charge Code</u>	<u>Description</u>
1210	1210 Charge Code
4PAY	Escaped Assessment Payment Plan
4PYFEE	4 Pay Fee
5PAY	Installment Plan of Redemption
5PYFEE	5 Pay Fee
A	Auction
AB	Auction Book Sale
ACCESS	Access Card Replacement
AD	Advert. Deposits/Lien Search
APT	Amusement Park Tax
ARD	Auction Registration Deposit
ASSESS	Assessor
AUDIT	Auditor
BB	Beginning Balance
BKR	Bankruptcy
BL	Business License Fee
BLACCT	Business License Accounts
BLPUB	Publishing Fee
BLS	Business License Seasonal
BRC	Bidder's Replacement Card
CAARS	CAAR Collection Client 15
CERT	Certified Fees
CF	County Fee
CFROM	Cash From Vault
CIB	County Improvement Bond
COLL	CAARS
COMP	Compass Card Payment
CTO	Cash to Vault
DOC	Document Transfer Tax
DPNUM	Assign DP Number Only
DR	DR Number Only
DR NUM	DR NUMBER REFERENCE ONLY
FH3	Foothill Transit 3 Express
FH4	Foothill Transit 4 Express
FH5	Foothill Transit 5 Express
FHA	Foothill Transit A Senior/DP
FHB	Foothill Transit B Student K-12
FHD	Foothill Transit D Local Lines
FOOTC	Foothill Commission

IMMIG	Immigration Fees
INV	Investigation Fees
JV-CAAR	JV General
MAIL	Mail Scan Line-Certified Mail
Mail2	Mail Scan Line-Certified Mail
MICRO	Microfilm Charges
MTAC	MTA Commission
MTACSM	MTA Student Pass
MTAEX1	MTA Express Stamp 1
MTAEX2	MTA Express Stamp 2
MTAEX3	MTA Express Stamp 3
MTAEX4	MTA Express Stamp 4
MTAEX5	MTA Express Stamp 5
MTAMP	MTA Monthly Pass
MTASM	MTA Semi Monthly Pass 2nd Half
MTASM1	MTA Semi Monthly Pass 1st Half
MTASRD	MTA SR Citizens/Disabled Pass
MTASS	MTA Student Stamps
MTG	Mortgage Fees - Collections
NF	Notification Fees
NOE	Notice of Enforcement
NOL	Notice of Lien
OCTO	Other Cash to Vault
OFFSET	Collections FTB Money
OTHREV	Other Revenue 9707
OTHSLs	Other Sales 9647
OTHSVC	Other Services 9498
PAARS	CAAR Probation Client 16
PALM	Palmdale Monthly Pass
PARK	Parking Permit Replacement
PC	Personal Contact Fee
PH	Public Health
PHL	Public Health License Accounts
PHT	Public Health Temporary Events
PO	Petty Overages
POST	Postage Recovery
PP1	Client 2 Unsecured Taxes
PPP1	Client 5 Unsecured Taxes
PREPD	Prepaid Postage
PS	Petty Shortages
RC	Returned Check Fee
RCRED	Returned Check Fee Redemption
RCSEC	Returned Check Charge-Secured
REFUND	Refunds for Overpayment

RF	Recording Fee-Release Equity
RFCARR	Refund CAAR
RFCW	Refund Over Remittance
RH	Race Horse Tax
RI	Real Estate Inspection Fee
RV	Over Remittance
SB	Savings Bond
SBA	Sealed Bid Auction
SDT	Client 3 Secured Defaulted
SEC1	Client 1 Secured Tax
SEGFEE	Acct #9114 Segregation Fee
STFSL	Sales Tax Forf-State Lands
TCP	Tax Collector Payment
TD	Treasurer Deposit Only
TO	Teller Over
TOS	Teller Over Shy
TOTCAL	Transient Occupancy-Calabasas
TOTLA	Transient Occupancy-LA
TOTMAL	Transient Occupancy-Malibu
TOTP	Transient Occupancy-Palmdale
TOTSCV	Transient Occupancy-Santa Clarita
TOTWV	Transient Occupancy-Westlake Village
TS	Teller Shortage
TSF	Title Search Fee
UT	Utility Tax
W2	W2 Form Acct #9338
WARR	Warrant for Petty Cash Replenishment
WASTE	Waste Disposal Tax
WIT	Witness Fees

IMAGE EXPORT FILE FORMATS

Stub Image in industry standard bitonal TIF file format or gray in JPG file format.
(See Note 3)

Check Image (See Note 1) in industry standard bitonal TIF file format or gray in
JPG file format. (See Note 2)

Stub Data file in standard ASCII, comma delimited file with the following data
elements (See Notes 4 – 7):

- Receipt Number
- Deposit Permit Number
- Account (Parcel) Number (not required if Account number= Null)
- Department Number
- Charge Code
- Date of Transaction
- Applied Amount
- Transaction Sequence Number

Check (See Note 1) Data File in standard ASCII, comma delimited file with the
following data elements:

- Receipt Number
- Check Amount
- Operator ID
- Check Routing Number
- Check ABA Number

Notes:

1. In this context a Check Image is any Negotiable Instrument presented for payment that is not cash.
2. If the payment is Cash a Dummy Cash TIF Image will be substituted for the Check Image.
3. If there is no Stub associated with a payment transaction the Check Image or Dummy Cash TIF Image will be substituted for the Check Image
4. A Stub Transaction is associated with one and only one Charge Code.
5. A Charge Code is associated with one to many Stub Transactions.
6. A Charge Code is associated with one and only one Receipt Number.
7. A Receipt Number has one to many Charge Codes.

CUSTOM REPORTS

Appendix B6.1	Revenue and Disbursement Summary Report
Appendix B6.2	Charge Code Detail Report
Appendix B6.3	Payment Code Summary Report
Appendix B6.4	Host File Report
Appendix B6.5	Cashiering Balancing Report
Appendix B6.6	Production Report

Appendix B6.1

Report Title:

Revenue and Disbursement Summary Report

Data Elements:

Charge Code Name
Charge Code Description
Production Date & Time Stamp
Name of Requestor
Range of Dates that the report encompass
Page X of X

Frequency of Production:

Daily
On demand for a range of dates

Definition:

This report will be used to balance the daily Charge Code Activity between the TTC Internal Controls Group and Banking and Remittance Processing. This report will list each Charge Code in Charge Code order reporting the number and dollar total for each Charge Code. There will be a Grand Total of the total number and dollars of all Charge Codes.

Appendix B6.2

Report Title:

Charge Code Detail Report

Data Elements:

Charge Code Name
Charge Code Description
Production Date & Time Stamp
Name of Requestor
Range of Dates that the report encompass
Page X of X
Transaction Number
Batch Number
Cashier Operator ID
Client Account Number
Reference Number
Payer Name
Dollar value of the Transaction

Frequency of Production:

Reports for certain charge codes will be produced daily as part of the day closing and distributed. Others will be created on a demand basis as needed. The report will also be generated periodically for a range of dates.

Definition:

This report will list each Transaction, Batch Number, and Cashier ID and be sorted by Cashier ID. There will be a Grand Total of the total number and dollars of the particular Charge Code.

Appendix B6.3

Report Title:

Payment Code Summary Report

Data Elements:

Pay Code Name
Pay Code Description
Production Date & Time Stamp
Name of Requestor
Range of Dates that the report encompass
Page X of X
Pay Code
Pay Code Description

Frequency of Production:

Daily
Monthly
On demand for a range of dates

Definition:

This report will list each Pay Code and Pay Code Description and be sorted by Pay Code. There will be a Total of the number and dollars for each Pay Code. There will be a Grand Total of the number and dollars of all Pay Codes.

Appendix B6.4

Report Title:

Host File Report

Data Elements:

Department Number
Department Name
Production Date & Time Stamp
Name of Requestor
Range of Dates that the report encompass
Page X of X

Frequency of Production:

Daily

Definition:

A separate report will be created for each Host File that is produced daily. It will display the number and total dollar amount being transmitted to each Client Host System.

Appendix B6.5

Report Title:

Cashiering Balancing Report

Data Elements:

Operator ID
Production Date & Time Stamp
Name of Requestor
Range of Dates that the report encompass
Page X of X
Charge Code
Pay Code

Frequency of Production:

Daily
On demand
It may be run on demand multiple times each day.

Definition:

A separate report will be created for each Operator ID when requested. The purpose of the report is to assist the cashiering in balancing their cash drawer at the end of the day and to allow them to obtain sub totals of their Pay Codes during the course of the day.

The report must allow the cashier to enter the beginning balance of the cash drawer. The report must list the detailed transactions subtotaled by Charge Code listing the Count of items per Charge Code and the Amount. The report Summary will display the Beginning Balance and the Count and Amount of each Pay Code with a total Count and Dollar Amount.

There must be a page at the end of the report that lists the contents of their cash drawer by bill denomination and coinage breakdown with a line labeled "Cashier's Signature" for the cashier to sign and turn it at Day End.

Appendix B6.6

Report Title:

Production Reports

Data Elements:

Operator ID
Operator Name
Production Date & Time Stamp
Name of Requestor
Range of Dates that the report encompass
Page X of X
Charge Code
Pay Code
Time Spent on Each Transaction

Frequency of Production:

Daily
Monthly
Weekly
Range of Dates
On demand

Definition:

The Production report will be used to view the productivity of the cashiers. The system must be able to produce an operator report with date or range of dates, operator number, workstation number, job types, job counts, time on machine, time for completion, operator elapsed time, start and stop times, breaks (suspend time), and Voided or changed records.

The report will also list the Operator ID, Operator Name, Total Time spent processing each transaction by Charge Code with a grand total of Total Time, Count of Transactions and Average time per Charge Code.

This report will also Grand Total for all operators by Charge Code.

SCANLINE DEFINITIONS AND RULES

The scanline definition for Secured Tax (Client 1) is:

47 Characters in length

BB122223444444444455555555556666666666789ABBBB

- B = Delinquent Year YY (2 digits, A3)
- 1 = Check Digit of Delinquent MMDDYY or CCCC11 (1 digits, C1)
- 2 = Year and Sequence Number (5 digits, A4)
- 3 = Check Digit of Year and Sequence (1 digits, C2)
- 4 = Map Book/Page/Parcel (10 digits, A1)
- 5 = Amount Due (10 digits, \$1)
- 6 = Amount Due with Penalty (10 digits, \$2)
- 7 = Check Digit of Map Book/Page/Parcel (1 digit, C3)
- 8 = Check Digit of Amount Due and Installment Key (1 digit, C4)
- 9 = Check Digit of Amount Due w/Penalty and Installment Key (1 digit, C5)
- A = Installment Key (1 digit, A2)
- B = Delinquent Month and Year MMDD (4 digits, A3)

The scanline check digit routine is MOD 10, Sum of the Digits, with weights of 2121 applied left to right, tens compliment.

The scanline definition for Unsecured Tax (Client 2) is:

47 Characters in Length

BB122223444444444455555555556666666666789ABBBB

- B = Delinquent Year YY (2 digits, A3)
- 1 = Check Digit of Delinquent MMDDYY or BBBB11 (1 digits, C1)
- 2 = Year and Sequence Number (5 digits, A4)
- 3 = Check Digit of Year and Sequence (1 digits, C2)
- 4 = Volume Bill Number (10 digits, A1)
- 5 = Amount Due (10 digits, \$1)
- 6 = Amount Due with Penalty (10 digits, \$2)
- 7 = Check Digit of Volume Bill Number (1 digit, C3)
- 8 = Check Digit of Amount Due and Installment Key (1 digit, C4)
- 9 = Check Digit of Amount Due w/Penalty and Installment Key (1 digit, C5)
- A = Installment Key (1 digit, A2)
- B = Delinquent Month and Year MMDD (4 digits, A3)

If the A3 field (MMDD) is 9999 then the account is delinquent.

SCANLINE DEFINITIONS AND RULES

The scanline check digit routine is MOD 10, Sum of the Digits, with weights of 2121 applied left to right, tens compliment

The scanline definition for SDT Tax (Redemption) (Client 3) is:

45 Characters in Length

1111123334555555555677777777789ABBBBBBCCCCD

- 1 = Year and Sequence Number (5 digits, A3)
- 2 = Installment Key (1 digit, A2)
- 3 = Default Sequence (3 digits, A4)
- 4 = Check Digit of Year and Sequence Number, Installment Key and Default Sequence Number (1 digits, C1)
- 5 = Map Book/Page/Parcel (10 digits, A1)
- 6 = Check Digit of Map Book/Page/Parcel (1 digit, C2)
- 7 = REDEMPTION Amount (10 digit, \$1)
- 8 = Check Digit of REDEMPTION Amount (1 digit, C3)
- 9 = Payment Type (1 digit, A5)
- A = Penalty Waive Key (1 digits, A5)
- B = Protect Date (6 digits, A5)
- C = Compute Date YYMM (4 digits, A5)
- D = Check Digit of Payment Type, Penalty Waive Key. Protect Date and Compute Date (1 digit, C5)

The scanline check digit routine is MOD 10, Sum of the Digits, with weights of 2121 applied left to right, tens compliment

The scanline definition for Public Health Payment (Client 6) and Business License Payment (Client 7) is:

45 Characters in Length

112333334555677777888888888999999999ABCDEEEE

- 1 = Delinquent Year (2 digits, A3)
- 2 = Check Digit of Delinquent Year and Instruction Code (1 digit, C1)
- 3 = Billing Year (2 digits, A4)
- 3 = Sequence A (1 digit, A4)
- 3 = Bill Key (1digit, A4)
- 3 = Sequence B (1 digit, A4)
- 4 = Check Digit for Billing Year, Sequence A, Bill Key and Sequence B (1 digit, C2)

SCANLINE DEFINITIONS AND RULES

- 5 = Business Code (3 digits, A5)
- 6 = Quarter Key (1 digit, A5)
- 7 = Account Number (6 digit, A1)
- 8 = Fee Due (9 digits, \$1)
- 9 = Fee Due with Penalties (9 digits, \$2)
- A = Check Digit for Business Code, Quarter Code and Account Number (1 digit, C3)
- B = Check Digit for Fee Due and Installment Key (1 digit, C4)
- C = Check Digit for Fee Due w/Penalty and Installment Key (1 digit, C5)
- D = Installment Key (1 digit, A2)
- E = Instruction Code (4 digits, A3)

If the instruction code equals 9999 then the account is delinquent for Public Health.

The scanline check digit routine is MOD 10, Sum of the Digits, with weights of 2121 applied left to right, tens compliment

The scanline definition for DMR (Clients 8 through 16) and PPP (Prior Year Unsecured Property Tax) (Client 5) is:

47 Characters in Length

111122222222222233333333333344444444555555556789A

- 1 = Organizational Unit Number (4 digits, A2)
- 2 = Account Number (12 digits, A1)
- 3 = Sub Account Number (10 digits, A3)
- 4 = Amount 1 (8 digits, \$1)
- 5 = Amount 2 (8 digits, \$2)
- 6 = Org. Number Check Digit (1 digit, A5)
- 7 = Check Digit of Account Number (1 digit, A5)
- 8 = Check Digit of Sub Account Number (1 digit, A5)
- 9 = Check Digit of Amount 1 (1 digit, A5)
- A = Check Digit of Amount 2 (1 digit, A5)

A table of Organizational numbers will determine which document is to be used for which clients.

The scanline check digit routine is MOD 10, Sum of the Digits, with weights of 2121 applied right to left, tens compliment

SCANLINE DEFINITIONS AND RULES

Custom Check Digit Routines

Secured Tax and Unsecured Tax Document

Delinquent MMDDYY - The last 4 characters of the scanline is combined with the first 2 characters of the scanline to create the check digit field. The check digit is located in the 3rd position of the scanline. The check digit routine in is MOD 10, Sum of the Digits, with weights of 2121 applied left to right, tens compliment, ignore space, replace a value of 10 with 0 and a value of 11 with 1.

Amount Due and Installment Key - The Amount Due Field (\$1) is combined with the Installment key Field (A2) to create the check digit field. The check digit is located in position 41 of the scanline. The check digit routine in is MOD 10, Sum of the Digits, with weights of 2121 applied left to right, tens compliment, ignore space, replace a value of 10 with 0 and a value of 11 with 1.

Amount Due W/Penalty and Installment Key - The Amount Due W/Penalty Field (\$2) is combined with the Installment key Field (A2) to create the check digit field. The check digit is located in position 42 of the scanline. The check digit routine in is MOD 10, Sum of the Digits, with weights of 2121 applied left to right, tens compliment, ignore space, replace a value of 10 with 0 and a value of 11 with 1.

Public Health Tax and Business Tax Documents

Delinquent Year and Instruction Code - The last 4 characters of the scanline is combined with the first 2 characters of the scanline to create the check digit field. The check digit is located in the 3rd position of the scanline. The check digit routine in is MOD 10, Sum of the Digits, with weights of 2121 applied left to right, tens compliment, ignore space, replace a value of 10 with 0 and a value of 11 with 1.

Fee Due and Installment Key - The Fee Due Field (\$1) is combined with the Installment key Field (A2) to create the check digit field. The check digit is located in position 39 of the scanline. The check digit routine in is MOD 10, Sum of the Digits, with weights of 2121 applied left to right, tens compliment, ignore space, replace a value of 10 with 0 and a value of 11 with 1.

Fee Due W/Penalty and Installment Key - The Fee Due W/Penalty Field (\$2) is combined with the Installment key Field (A2) to create the check digit field. The check digit is located in position 40 of the scanline. The check digit routine in is

SCANLINE DEFINITIONS AND RULES

MOD 10, Sum of the Digits, with weights of 2121 applied left to right, tens compliment, ignore space, replace a value of 10 with 0 and a value of 11 with 1.

Document ID Fields

Client 1/Client2/Client3/Client 4/Client 6/Client 7

SDT (Client 3) Stub will use the 6th character from the left to determine Doc Id. If the 6th character from the left is a 7 then the Document is a SDT Stub. The 6th position of the other 2 stubs in doc groups will never be a 7.

Secured Tax (Client 1) stub will have a (1,2 or 5) in the 5th position from the right.

Unsecured Tax (Client 2) stub will have an (8 or 9) in the 5th position from the right.

Clients 5-17 (DMR format) will use the Organization Codes, which is located in the first 4 positions of the scanline, to determine Doc ID.

Business License (Client 7) will have a 3 in the 5th position from the right.

Public Health (Client 6) will have a 4 in the 5th position from the right.

PROJECT SCHEDULE

DELIVERABLES	DESCRIPTION	DELIVER DATE	ASSOCIATED MILESTONE
TASK 1	Project Planning		
Subtask 1.1	Develop Project Control Document		
DELIVERABLE 1	PROJECT CONTROL DOCUMENT	07-07-2003	Milestone 1
	Project Approach and Training Strategy		
	Project Organization Chart and Role Descriptions		
	Project Scope		
	Detailed Project Plan		
	Project Communications Strategy		
	Project Organization and roles and Responsibilities of Team Members		
	Testing Strategy for all Levels of Testing		
	Project Team Members		
TASK 2	Project Management		
Subtask 2.1	Prepare Weekly Status Report	06-25-2003	
DELIVERABLE 2.1	PROJECT STATUS REPORT (PSRS) AND WEEKLY STATUS REPORTS		
	Weekly Project Progress and Plans		
	Issue Tracking and Change Control Process		
	Project Schedule		
	All Updates to the PCD		
TASK 3	Business Process Design		
Subtask 3.1	Analyze Current Business Processes		
DELIVERABLE 3.1	ANALYZE CURRENT BUSINESS PROCESSES	06-20-2003	
	Narrative descriptions and process flow charts sufficient in depth to understand the documented processes		
	Specifications for the software and the hardware required to support the recommended solutions will be in the document		
	A Gap Analysis listing the modifications to the Contractor's system that will be necessary to meet all of the County's requirements as stated in Appendix B, B1 through B9 Business Requirements including, without limitation, all interfaces to the various County systems, custom host files, and custom output reports		
Subtask 3.2	Develop Design Document		
DELIVERABLE 3.2	DEVELOP DESIGN DOCUMENT	06-27-2003	
	Definition of the automated functionality supporting each of the requirements identified in the Deliverable 3.1		
	Overall system design including hardware and software		
	Data Flow Diagrams		
	Process Flow Diagrams		
	Prototype Screens		

PROJECT SCHEDULE

DELIVERABLES	DESCRIPTION	DELIVER DATE	ASSOCIATED MILESTONE
	Menus		
	High-level design of reports		
	Environmental impact		
	Human resource considerations		
	Regulatory considerations		
Subtask 3.3	Develop Final Design Document		
DELIVERABLE 3.3	FINAL DESIGN DOCUMENT	07-07-2003	Milestone 2
TASK 4	Operating Software and Baseline Application Software Set Up		
Subtask 4.1	Set-up and Document the Operating Software and Baseline Application Software		
DELIVERABLE 4.1	SETUP AND DOCUMENT THE OPERATING SOFTWARE AND BASELINE APPLICATION SOFTWARE	08-11-2003	
	Contractor shall certify, in writing, that the Contractor has configured the Operating System and Baseline Application Software as stated in the Final Design Document including, without limit, modification of the Baseline Application Software as specified in Task 5 (Baseline Application Modification) and Task 6 (Interfaces)		
	Contractor shall modify the Baseline Application Software and present to the County the business rules, screens, and reports		
	Contractor shall deliver documentation of the impact of the design on the County's current business processes		
Subtask 4.2	Unit Test the Setup of the Operating Software and Baseline Application Software		
DELIVERABLE 4.2	UNIT TEST THE SET UP OF THE OPERATING SOFTWARE AND BASELINE APPLICATION SOFTWARE	08-13-2003	
Subtask 4.3	System Test the Operating Software and the Baseline Application Software		
DELIVERABLE 4.3	SYSTEM TESTED BASELINE APPLICATION SOFTWARE	08-18-2003	
TASK 5	Baseline Application Modifications		
Subtask 5.1	Document the Baseline Applications Modifications		
DELIVERABLE 5.1	DOCUMENT THE BASELINE APPLICATIONS MODIFICATIONS	08-11-2003	
Subtask 5.2	Construct and Unit Test the Baseline Application		
DELIVERABLE 5.2	UNIT TEST THE BASELINE APPLICATION	08-13-2003	
Subtask 5.3	System Test the Baseline Application Modifications		
DELIVERABLE 5.3	SYSTEM TESTED THE BASELINE APPLICATION MODIFICATION	08-18-2003	

PROJECT SCHEDULE

DELIVERABLES	DESCRIPTION	DELIVER DATE	ASSOCIATED MILESTONE
TASKS 6	Interfaces		
Subtask 6.1	Review and Document Interfaces		
	Confirm that the Interface requirements identified in the Final Design Document Still Meet the County's Needs		
	Confirm required communications hardware and software		
	Develop the Procedures to invoke in the event of prolonged telecommunications failure		
DELIVERABLE 6.1	EXTERNAL INTERFACE PROCEDURES	08-13-2003	
Subtask 6.2	Construct Interfaces		
DELIVERABLE 6.2	[Intentionally Omitted]		
Subtask 6.3	Install and System Test Interfaces		
DELIVERABLE 6.3	INSTALLED AND SYSTEM TESTED INTERFACES	08-18-2003	Milestone 3
TASK 7	[Intentionally Omitted]		
TASK 8	System Set Up and Configuration		
Subtask 8.1	Prepare Technical Configuration and System Installation Plan		
	Develop environmental modification plan		
	Develop network connectivity requirements for integration into County's network and TTC's local area network		
	Arrange for the System Hardware and System Software to be delivered and or moved to the permanent site		
	Complete pre-installation planning for permanent site, including, without limitation, the logistics, timing, and technical configuration		
	Conduct a technical walk-through of County permanent site and provide County written certification that all site preparation has been properly completed by County		
DELIVERABLE 8.1	SITE SETUP	08-25-2003	
Subtask 8.2	Order, Install, and Test System Hardware		
	The System network schematic and a listing of the System Hardware that Contractor installed, including, without limitation, equipment type, model number, serial number, name, version number, and license number		
	The manufacturer's warranties for the System Hardware		
	Certification that County site preparation has been properly completed by County		
	Certification that Contractor has successfully installed all System Hardware and that all System Hardware is operating properly		

PROJECT SCHEDULE

DELIVERABLES	DESCRIPTION	DELIVER DATE	ASSOCIATED MILESTONE
	System Hardware reference and operating manuals and all other Documentation pertaining to the System Hardware as attachments to the report		
	Any and all manufacturer maintenance and technical support availability and telephone number information not shown on the Schedule of Maintenance [to be determined]		
	Problem reporting and escalation procedures		
DELIVERABLE 8.2	INSTALLED, OPERABLE AND TESTED SYSTEM HARDWARE	08-28-2003	
Subtask 8.3	Train County Technical Staff		
DELIVERABLE 8.3	TRAINED COUNTY TECHNICAL STAFF	09-11-2003	
Subtask 8.4	Prepare and Provide User Documentation and System Hardware Manuals		
DELIVERABLE 8.4	USER DOCUMENTATION AND SYSTEM HARDWARE MANUALS	09-11-2003	
Subtask 8.5	Conduct Training Classes and Provide Training Materials		
DELIVERABLE 8.5	TRAINED TTC STAFF	09-18-2003	
Subtask 8.6	Install and System Test System Software		
	Install and configure all System Software		
	Install any software provided County as determined by County's Project Director		
	System Test all software described above and implement initial operating procedures for such software		
	A listing of all of the System Software and any County provided software that Contractor installed, including without limitation, description, number installed, version numbers and license numbers(s)		
	The manufacturer's warranties and licenses for all of the System Software		
	Certification that Contractor has successfully installed all System Software and any County provided software and that all such software is operating properly		
	System Software reference and operating manuals and all other Documentation pertaining to the System Software as attachments to the report		
	Any and all manufacturer maintenance and technical support availability and telephone number information not shown on the Schedule Maintenance, Appendix E.		
	Problem reporting and escalation procedures		
DELIVERABLE 8.6	INSTALLED, OPERABLE AND SYSTEM TESTED SOFTWARE FOR THE SYSTEM HARDWARE	09-04-2003	
Subtask 8.7	Conduct User Testing of the System		
DELIVERABLE 8.7	SUCCESSFUL USER TESTING	09-26-2003	
Subtask 8.8	System Cutover to Production Use		

PROJECT SCHEDULE

DELIVERABLES	DESCRIPTION	DELIVER DATE	ASSOCIATED MILESTONE
	Contractor shall confirm that County has successfully completed User Training		
	Contractor shall transfer to production environment successfully tested System Software		
	Contractor shall for a five (5) working day period after Production Use maintain technical staff at County Faculty for problem resolution and production assistance		
	Contractor shall take all steps to provide for the transition to Contractor's Help Desk which shall provide County with required support		
DELIVERABLE 8.8	SYSTEM CUTOVER TO PRODUCTION USE	10-20-2003	Milestone 4
Subtask 8.9	Maintain Production Use of System for Ninety (90) Consecutive Days with No Deficiencies		
DELIVERABLE 8.9	PRODUCTION USE OF SYSTEM FOR NINETY (90) CONSECUTIVE DAYS WITH NO DEFICIENCIES		Milestone 5
Subtask 8.10	Conduct Post-Implementation Review		
	Comparison/analyses of actual versus planned completion of project subtasks		
	Anticipated versus actual resources required		
	Business and system lesson learned		
	Suggested guidelines for installations of future phases and enhancements		
	Pitfalls to avoid in the future		
	Suggested system development methodologies for future enhancements		
	Suggested estimating guidelines or tools to use in future enhancements		
DELIVERABLE 8.10	POST-IMPLEMENTATION REVIEW DOCUMENT	11-03-2003	
TASK 9	Performance Benchmark Verification		
Subtask 9.1	Develop Performance Benchmark Verification Plan		
DELIVERABLE 9.1	[Intentionally Omitted]		
Subtask 9.2	Conduct Performance Benchmark Verification		
	A record of all Deficiencies identified		
	A detailed record of all corrective actions taken		
	A certification of Contractor's successful completion of all corrective actions		
DELIVERABLE 9.2	COMPLETION AND DOCUMENTATION OF PERFORMANCE BENCHMARK VERIFICATION	09-03-2003	
TASK 10	Custom Programming Modification		
Subtask 10.1	Prepare System Design Reports for Custom Programming Modifications		

PROJECT SCHEDULE

DELIVERABLES	DESCRIPTION	DELIVER DATE	ASSOCIATED MILESTONE
	For each Custom Programming Modification, County will submit a Custom Programming Modification Request (hereafter sometimes "CPMR") to Contractor on a form approved in writing by County's Project Director. Each CPMR must be approved in writing by County's Project Director, which approval may be granted or withheld in his/her sole discretion		
	Within ten (10) working days of Contractor's receipt of County's CPMR, Contractor shall develop a Functional Description for the Custom Programming Modification. Contractor shall send the Functional Description to County's Project Director, which shall include, without limitation: (a) a description of the requested Custom Programming Modification, (b) a not-to-exceed estimate of the Maximum Total Price of the requested Custom Programming Modification and (c) the expected duration of the Custom Programming Modification implementation		
	Within thirty (30) days of receipt of the Functional Description, County's Project Director will return the approved or disapproved Functional Description to Contractor, which approval or disapproval may be granted or withheld by County's Project Director in his sole discretion		
	The estimated Maximum Total Fixed Price for the Custom Programming Modification as included in the Functional Description shall be computed at the Fixed Hourly Rate set forth in Subsection 8.6 (Other Professional Services) of the body of the Agreement multiplied by the applicable estimated number of hours to implement the Custom Programming Modification (develop, test, document, certify, install and train)		
	Within thirty (30) days of receipt of the Functional Description, County's Project Director will return the approved or disapproved Functional Description to Contractor, which approval or disapproval may be granted or withheld in the sole discretion of County's Project Director		
	If County does not return the approved or disapproved Functional Description to Contractor within thirty (30) days, the Functional Description will be deemed to have been cancelled effective at the expiration of such thirty (30) day period. County may request an extension within such thirty (30) day period		

PROJECT SCHEDULE

DELIVERABLES	DESCRIPTION	DELIVER DATE	ASSOCIATED MILESTONE
	When Contractor receives written approval by County's Project Director, in his sole discretion, of Contractor's Functional Description, Contractor shall analyze County requirements in detail and shall prepare for each CPMR a System Design Report (hereafter sometimes "SDR")		
	Within ten (10) working days of receipt of the approved Functional Description from County, Contractor shall provide a delivery date for the SDR. Such delivery date shall occur no later than thirty (30) days following Contractor's receipt of County's approved Functional Description, unless otherwise agreed to in writing by Contractor's Project Director and County's Project Director		
	The SDR shall take into account all then existing System Software and previously approved SDRs. Each SDR shall include, without limitation, the following and any other items mutually agreed upon by County's Project Director and Contractor's Project Director:		
	a) Design specifications, which must address and be consistent with County approved requirements for the Custom Programming Modification		
	b) User interface impact		
	c) Report impact		
	d) Documentation impact		
	e) Training impact		
	f) Network impact		
	g) Special considerations, such as impact on current and future processing performance		
	h) Quotation of a Maximum Total Fixed Price, which shall be developed by (1) multiplying the Fixed Hourly Rate set forth in Subparagraph 8.6 (Other Professional Services) of the body of the Agreement by Contractor's total number of hours for all work related to the Custom Programming Modification (including, but not limited to, all work described in Subtask 10.2 (Construct and Test Custom Programming Modifications) and Subtask 10.3 (Install and Document Custom Programming Modifications) and (2) including estimated out-of-pocket Expenses, if applicable. The Maximum Total Fixed Price is subject to change only if Custom Programming Modification specifications change		
	i) Estimated time for completion (subject to change depending on County's response date and Contractor's workload);		
	j) Acceptance criteria		
	k) Estimated time to complete any interfaces		
	l) Estimated time for any automated conversion programs to process to completion		

PROJECT SCHEDULE

DELIVERABLES	DESCRIPTION	DELIVER DATE	ASSOCIATED MILESTONE
	Within fifteen (15) working days of County's Project Director's receipt of the SDR, County's Project Director shall, in his sole discretion and in writing, fully approve, fully reject, or conditionally disapprove the SDR. Contractor shall, with County's Project Director's consultation and consent, revise and resubmit any conditionally disapproved SDR		
	Within ten (10) working days of County's written approval of the SDR, County's Project Director shall notify Contractor whether to begin development and implementation of the Custom Programming Modification, unless such period is extended as agreed in writing by Contractor's Project Director and County's Project Director		
	Any changes or revisions to County-approved SDR shall be mutually agreed to in writing by Contractor's Project Director and County's Project Director. The approved SDR, including any agreed changes and revisions, shall be the basis for Contractor's development of the Custom Programming Modification		
DELIVERABLE 10.1	System Design Reports for Custom Programming Modifications		
Subtask 10.2	Construct and Test Custom Programming Modification		
DELIVERABLE 10.2	Constructed and Tested Custom Programming Modifications		
Subtask 10.3	Install and Document Custom Programming Modifications		
DELIVERABLE 10.3	Production Use of Custom Programming Modifications		

HOST/SUSPENSE FILES

Host/Suspense File Format

Business Rules:

There can be one and only one Host File for a particular Client for a particular transaction date created at the end of the day.

A file transfer to LA County via Ethernet connection will be performed with the host file. This will be setup by LA County.

The unique number that will identify any given item will be the receipt or transaction number left justified and zero filled to the right where necessary.

Organization Number logic for Checks Only and Check and List for all clients with the DMR file format follows the DMR Host File specifications.

Suspense File/Host File Logic:

Clients 1 – 7 and 15 will have records going into two different places. The regular items, which include all payments in which the account number 1 field does not equal “9999999999”, will go to a separate file for each client. The suspense items, which include all payments in which the account number 1 field does equal “9999999999”, will go to one suspense file which will include all the above clients and will be created only once per day.

Unsecured (Client 2) – Additional Suspense Condition

Client 2 will also send transactions to the daily suspense file if the applied amount or amount paid is less than the amount due from the scanline.

Client 1,2,3,4 Secured Tax Roll - Payment Transaction File

Detail Record	Length	Value	Justify	Fill
Parcel Number	10	Acct_num1 from scanline	L	Space
Txn Date	6	Process date (B.proc_date) YYMMDD		
Txn Code	3	If Installment Key (acct_num2 From scanline) is 7 then “611”, Else “610”		
Sequence Yr	2	Roll year from scanline Acct_num4 pos. 1-2		
Sequence #	3	Sequence from scanline Acct_num4 pos. 3-5		
Effective Date	6	Receive Date (B.rec_date)		
Installment Key	1	Acct_num2 from scanline		
Group #	3	Process Type = Operator ID	R	Zero
File #	18	Transaction Number (N) + Transaction Sequence # (3) +	R	Zero

HOST/SUSPENSE FILES

Detail Record	Length	Value	Justify	Fill
Payment Amount	10	Applied amount		
Penalty Late Key	1	If Installment Key (acct_num2) is NOT 8 or 9, then space, otherwise... If payment is late (receive date > due date (acct_num3)) OR if scanline date = "9999" then "*", else space		
Defaulted Sequence	3	If Installment Key (acct_num2) is NOT 7, then zeroes, else Sequence from scanline Acct_num4		
Payment Type	1	If Installment Key (acct_num2) is NOT 7, then zero, else (acct_num5) pos. 1		
Penalty Waive Key	1	If Installment Key (acct_num2) is NOT 7, then zero, else (acct_num5) pos. 2		
Protect Date	6	If Installment Key (acct_num2) is NOT 7, then zeroes, else (acct_num5) pos. 3-8		
Compute Year	2	If Installment Key (acct_num2) is NOT 7, then zeroes, else (acct_num5) pos. 9-10		
Compute Month	2	If Installment Key (acct_num2) is NOT 7, then zeroes, else (acct_num5) pos. 11-12		
Filler	1	Spaces		
Rec Key	1	"V"		

Summary Record	Length	Value	Justify	Fill
Summary Parcel #	10	All Nines		
Summary Date	6	System Date YYMMDD		
Summary Txn Code	3	All Nines		
Summary Seq Year	2	All Nines		
Summary Seq #	3	All Nines		
Total Detail Amount	12	Total Amount of payments	R	Zero
Parcel Hash	11	All Nines		
Total Detail Record Count	11	Total Number of Detail Records	R	Zero
Filler	21	Spaces		
Rec Key	1	"V"		

Client 5 Unsecured Focus Prior Transaction File (PPP Payment Transaction File)

Detail Record	Length	Value	Justify	Fill
Payment Date	6	Transaction date (B.proc_date)		
File Number	9	Transaction Number (N) + Sequence # (3)(If space available)	R	Zero
Roll Year	2	Acct_num1 from scanline, pos. 1-2		
Volume Bill Number	7	Acct_num1 from scanline, pos. 3-9		
Payment Amount Received	10	Applied amount		
Tax Paid	10	Zeroes		
Penalty Paid	10	Zeroes		
Cost Paid	10	Acct_num3 pos. 6-10 from scanline	R	Zero

HOST/SUSPENSE FILES

Detail Record	Length	Value	Justify	Fill
Additional Penalty	10	Amt1 from scanline		
Penalty Waive	2	Convert from scanline acct_num3 pos. 5 '1' convert to spaces '2' convert to "PP" '3' convert to "PW" '4' convert to "2P" '5' convert to "4P"		
Compute Date	4	From scanline Acct_num3 pos. 1-4 YYMM		

Clients 6,7 Public Health / Business License

Detail Record	Length	Value	Justify	Fill
Parcel/Bill Number	10	Acct_num1 from scanline	L	Space
Sequence Yr	2	Roll year from scanline Acct_num 4, position 1-2		
Sequence #	3	Sequence from scanline Acct_num 4, position 3-5		
Filler	1	Space		
File Number part 2	11	Transaction Number (N)	R	Zero
Pay Type	1	If Business License then "3" Else "4"		
Payment Amount Received	9	Applied Amount		
Penalty Indicator	1	If payment is late (receive date > due date (acct_num3)) OR if scanline date = "9999" then "*", else space		
Payment Date	6	Payment date (B.proc_date)		
File Number part 1	4	Transaction Sequence Number (3)	R	Zero
Filler	2	Spaces		

Summary Record	Length	Value	Justify	Fill
Total Payment Amount	12	Total Amount of payments	R	Zero
Filler	16	All Nines		
Record Count	6	Total Number of Detail Records	R	Zero
Parcel Hash	5	All Nines		
Filler	8	All Nines		
Filler	3	Spaces		

Client 8,9,10,11,12,13,14,15,16 DMR Host File (All DMR clients in one file to host) Separate file for each DMR client (same layout as host file) to go to each department.

Stub Detail Record	Length	Value	Justify	Fill
Transaction # within Batch	3	Transaction Sequence Number (3)	R	Zero

**Exhibit A - Statement of Work
Appendix B8**

HOST/SUSPENSE FILES

Stub Detail Record	Length	Value	Justify	Fill
# Items in Transaction	3	Sum of the number of checks and stubs (3)	R	Zero
Document Type Code	1	1		
Org #	4	Acct_num2 from scanline (See logic rules for Checks Only and Check and List)		
Account Number	12	Acct_num1 from scanline	L	Space
Sub Account Number	10	Acct_num3 from scanline		
Amount #1	8	Client 14 Amount 1 from Scanline all others Applied Amount.	R	Zero
Amount #2	8	Client 14 applied amount all others "00000000"	R	Zero
Check Digit 8-11	1	Acct_num5 from scanline pos. 1		
Check Digit 12-23	1	Acct_num5 from scanline pos. 2		
Check Digit 24-33	1	Acct_num5 from scanline pos. 3		
Check Digit 34-41	1	Acct_num5 from scanline pos. 4		
Check Digit 42-49	1	Acct_num5 from scanline pos. 5		
Microfilm # (Roll/Seq)	8	Fill "0" (8)		
File Number	17	Transaction Number (N) + Transaction Sequence Number (3)	R	Zero
Filler	11	Spaces		
Batch Number	4	Right 4 digits of batch number (bat_num)	R	Zero

Check Detail Record	Length	Value	Justify	Fill
Transaction # within Batch	3	Transaction Sequence Number (3)	R	Zero
# Items in Transaction	3	Sum of the # of checks and stubs (3)	R	Zero
Document Type Code	1	0		
File Number	17	Transaction Number (N) + Transaction Sequence Number (3)	R	Zero
Filler	13	Spaces		
Date Received	6	B.rec_date YYMMDD		
Date Processed	6	B.proc_date YYMMDD		
Check Amount	8	Applied amount	R	Zero
Microfilm # (Roll/Seq)	8	Fill "0" (8)		
ABA	9	Fill "0" (9)		
Account Number	16	Fill "0" (16)	L	Space
Group Number	4	Operator ID (3)	R	Zero

HOST/SUSPENSE FILES

Org. Number logic for Checks Only and Check and List for all clients with the DMR file format.

The following information will be filled into the file at the time the transmission file is created.

Client 8 = Public Works Water Works

If the Account number field is equal to all 9's or all 7's, then Org Number is equal to 6500 else Org number is equal to 6500. (Both are 6500 in this example)
Output to DMR file.

Client 9 = Public Works Automated Invoices

If the Account number field is equal to all 9's, then the Org. Number is equal to 6900, else the Org Number is 6901. Output to DMR file.

Client 10 = Weights and Measures

If the Account Number field is equal to all 9's, then the Org. Number is equal to 1000, else the Org. Number is 1001. Output to DMR file.

Client 11 = County Improvement Bonds

If the Account Number field is equal to all 9's, then the Org. Number is equal to 2000, else the Org. Number is 2000. (Both are 2000 in this example) Output to DMR file.

Client 12 = Fire Department – Hazardous Waste

If the Account Number field is equal to all 9's, then the Org. Number is equal to 3902, else the Org. Number is 3901. Output to DMR file.

Client 13 = California Children's Services

If the Account number field is equal to all 9's, then the Org. Number is equal to 0250. (Normally no account number items are returned to CCS.) Output to DMR file.

Client 15 = CARRS - Collections

If the Account number field is equal to all 9's, then output record to Auto Suspense file. (This will take the place of the manual SRM now being prepared) Org code is 7901.

HOST/SUSPENSE FILES

Client 16 = CARRS - Probation

If the Account number field is equal to all 9's, then the Org. Number is equal to 1409, else 1401. Output to DMR file.

**Exhibit A – Statement of Work
Appendix - D**

SCHEDULE OF PAYMENTS

<u>DELIVERABLES</u>	<u>DESCRIPTION</u>	<u>MAXIMUM FIXED PRICE</u>
Deliverable 1	Project Control Document	\$48,954
Deliverable 2.1	Project Status Reports and Weekly Status Reports	\$ - 0 -
Deliverable 3.1	Analyze Current Business Processes	\$ - 0 -
Deliverable 3.2	Develop Design Document	\$ - 0 -
Deliverable 3.3	Final Design Document	\$24,477
Deliverable 4.1	Set-up and Document the Operating Software and Baseline Application Software	\$ - 0 -
Deliverable 4.2	Unit Test the Set-up of the Operating Software and Baseline Application Software	\$ - 0 -
Deliverable 4.3	System Tested Baseline Application Software	\$ - 0 -
Deliverable 5.1	Document the Baseline Applications Modifications	\$ - 0 -
Deliverable 5.2	Unit Test the Baseline Application	\$ - 0 -
Deliverable 5.3	System Tested the Baseline Application Modification	\$ - 0 -
Deliverable 6.1	External Interface Procedures	\$ - 0 -
Deliverable 6.2	[Intentionally Omitted]	N/A
Deliverable 6.3	Installed and System Tested Interfaces	\$73,431

Automated Cashiering System

**Exhibit A – Statement of Work
Appendix - D**

Deliverable 7.1	[Intentionally Omitted]	N/A
Deliverable 7.2	[Intentionally Omitted]	N/A
Deliverable 8.1	Site Set-up	\$ - 0 -
Deliverable 8.2	Order, Install, and Test System Hardware	\$ - 0 -
Deliverable 8.3	Trained County Technical Staff	\$ - 0 -
Deliverable 8.4	User Documentation and System Hardware Manuals	\$ - 0 -
Deliverable 8.5	Trained County End User Staff	\$ - 0 -
Deliverable 8.6	Installed, Operable and System Tested Software for the System Hardware	\$ - 0 -
Deliverable 8.7	Successful User Testing	\$ - 0 -
Deliverable 8.8	System Cutover to Production Use	\$48,954
Deliverable 8.9	Production Use of System for 90 Consecutive Days with No Deficiencies	\$48,954
Subtotal Deliverables		\$244,770
<u>System Hardware</u> (Payment due upon delivery)		\$97,840
<u>Other Professional Services</u> (program modifications)		\$20,000
<u>Travel</u> (not to exceed)		\$20,000
<u>Maintenance Services – Hardware</u>		\$43,070
<u>Maintenance Services – Software</u>		\$63,495
GRAND TOTAL		<u>\$489,175</u>

Automated Cashiering System

SCHEDULE OF MAINTENANCE

DEFINITIONS:

All capitalized terms not defined herein shall have the meanings set forth in the body of this Agreement.

I. SYSTEM SOFTWARE MAINTENANCE

A. SUPPORT SERVICES

- (1) Contractor shall: (a) correct the failure of the System Software to operate in accordance with Specifications (such correction of the System Software is hereafter referred to as “Corrective Maintenance”, and (b) provide Enhancements as defined in Section A (6) below for the System Software. Hereafter, Corrective Maintenance and Enhancements are collectively referred to as “System Software Support”. For purposes of System Software Support, Interfaces, excluding County-provided software, shall be deemed part of Baseline Application Software and shall receive the same maintenance services. Without limiting the foregoing, System Software Support shall include Contractor’s correction of any failures of the System to meet the Response Times set forth in Statement of Work, Exhibit A, Task 9.
- (2) County shall receive ongoing support from Contractor’s Help Desk for Application Software and Operating Software. System Software Support entitles County to receive assistance in problem determination and resolution for System Software.
- (3) Contractor shall assist County with those activities comprising problem determination. Problem determination describes, without limitation, the activities associated with engaging in a service request, checking background and change management information, reviewing service activity, assessing issues, trouble shooting and providing a monthly problem tracking and resolution report.
- (4) System Software Support is delivered, managed, and reported through Contractor’s Help Desk. Contractor shall provide System Software Support via phone support during Help Desk hours (7:00 a.m. to 3:00 p.m. Pacific Time, Monday through Friday), except for the periods April 1 through April 10 and December 1 through December 10, Contractor Help Desk shall be available from 7:00 a.m. to 5:00 p.m. Pacific Time, and on site System Software Support as needed. The Help Desk shall engage in an initial assessment of the problem. Based on the nature and severity of the issue, System Software Support requests are assigned a service Priority Level by Contractor and County. If remote access is required for service, voice and data communications costs are the responsibility of County.
- (5) Corrective Maintenance shall be performed as follows:

- a) County may request Corrective Maintenance by telephone, facsimile, e-mail, or mail. Requests involving the Help Desk must be made by County's Project Director or Authorized Personnel (as defined below).
 - b) As part of Corrective Maintenance, County shall provide Contractor with information and assistance reasonably requested by Contractor as necessary to detect, simulate and correct Deficiencies of the System Software to operate in accordance with the terms of the Agreement.
 - c) Contractor shall initiate Corrective Maintenance within two (2) hours of notification by County that System Software has Deficiencies or is otherwise impairing County's normal business operations.
 - d) Contractor shall provide Corrective Maintenance from its business premises, except that at Contractor's option and expense, Contractor may provide Corrective Maintenance at County Facility.
 - e) Corrective Maintenance will be provided only for the two (2) most recent major versions of the System Software, which are at any time available to Contractor's general client base.
- (6) "Enhancements" shall mean updates, corrections, modifications, new releases and versions of the System Software made available to Contractor's other customers pursuant to support arrangements similar to the support arrangements provided to County. Any such Enhancements shall be compatible with Baseline Application Modifications.
- (7) Contractor shall specify to County the level of expertise needed by County personnel to install Enhancements. Contractor will install all Enhancements with reasonable assistance from County. All Enhancements shall be provided in a form and with installation instructions sufficient to permit County to update its documentation of the System.
- (8) In the event that County adds additional hardware or software components to the System and problems arise, Contractor will insist that these components be removed from the System before troubleshooting begins.
- (9) In the event Contractor intends to discontinue System Software Support of any component of System Software, Contractor shall provide County with a minimum of two (2) years prior written notice and shall continue System Software Support during such period.
- (10) All modifications to comply with Federal Reserve regulations, which are communicated to Contractor by County, shall be provided to County for no additional fees. All regulatory modifications shall be limited to existing functionality of the Baseline Application Software.

B. TERM AND FEES:

- (1) For the System Software, Contractor shall provide and County shall receive System Software Support commencing upon County's written approval of Deliverable 8.8 (System Cutover to Production Use), and continuing for the entire term of the Agreement, unless otherwise terminated in accordance with the provisions of this Agreement.
- (2) For the System Software, Annual System Software Maintenance Support Fees shall commence on the first day of the Warranty Period for System Software as defined in Paragraph 10 (Warranty) of the body of this Agreement and shall be payable annually in advance, unless otherwise provided herein. The amount of the Annual System Software Maintenance Support Fees shall be in accordance with the Maintenance Fees Schedule attached as Schedule of System Maintenance – System Hardware and Schedule of System Maintenance – System Software__ to this Exhibit A (Statement of Work)__ (hereafter referred to as "Maintenance Fees Schedule").

C. COUNTY RESPONSIBILITIES:

County understands that in order for Contractor to provide System Software Support, County:

- (1) Must provide, at County's expense, a remote dial-up capability to enable Contractor to access the System from Contractor's facility;
- (2) Must have County's Project Director identify Authorized Personnel to serve as County's support contact. Only Authorized Personnel and County's Project Director shall be authorized to request and receive System Software Support on behalf of County. County may change its Authorized Personnel by written notice to Contractor; and
- (3) Must provide Contractor with reasonable access to the System Software, System Hardware and all County data used by the System Software during the times requested by Contractor subject to County access approval policies. County will not unreasonably withhold such access. Access to such data shall be used exclusively for System Software Support purposes and shall be subject to Contractor's obligations to protect proprietary information set forth in this Agreement.

II. SYSTEM HARDWARE MAINTENANCE

- A (1) Peripheral Hardware Maintenance - Upon program coverage, you will receive a confirmation packet that includes the Support Desk telephone number and a unique profile number for each of the Epson TM6000II - Journal/Validation Printers with document imaging, MICR reading Units and the Model 5133 OCR Scanners. If a unit requires service, the County must notify the Support Desk, providing a description of the error. If the error can not be correct in cooperation with the Support Desk, CORE will facilitate the shipment of a replacement unit overnight.

When you receive the replacement unit, send the failed unit back in the same box.

- (2) Computing Hardware - At the request of the County and during program coverage, CORE will facilitate the service request for issues reported to the Support Desk which require hardware service.
- (3) Contractor shall facilitate repair or de-install and replace the System Hardware, or any part thereof, which fails to function resulting in a notification by County to Contractor more than four (4) times during any three (3) month period and during such three (3) month period Contractor has not de-installed and replaced such component of System Hardware, as mutually determined by County's Project Director and Contractor's Project Director, then Contractor shall de-install and replace such component of System Hardware, as mutually determined by County's Project Director and Contractor's Project Director.

B. TERM AND FEES:

- (1) For the System Hardware, Contractor shall provide and County shall receive System Hardware Maintenance Services commencing upon County's written approval of Deliverable 8.8 (System Cutover to Production Use).
- (2) For the System Hardware, Annual System Hardware Maintenance Support Fees shall commence on the ninetieth (90th) day of the Warranty Period for the System Hardware as defined in Paragraph 10 (Warranty) of the body of this Agreement and shall be payable annually in advance, unless otherwise provided herein. The amount of the Annual System Hardware Maintenance Support Fees shall be in accordance with the Maintenance Fees Schedule.

C. EXCLUSIONS:

System Hardware Maintenance Services do not include: (1) electrical work external to any System Hardware; (2) reinstallation or moving of hardware, options or attachments from original installed location; (3) furnishing of consumable items, supplies and accessories, including, but not limited to, ribbons, paper, cassettes, (not withstanding any other part of this Agreement); (4) replacement of parts or repairs necessitated by wear resulting from other than normal life cycle usage, or damages caused by: accident, negligence or misuse by County or its agents and employees, or damage due to fires, floods, or other acts of God, or alterations of any sort which are performed by other than Contractor's personnel, unless approved, in writing, by Contractor's Project Director; (5) painting or refinishing System Hardware or furnishing material therefor; and (6) repair of damage caused directly or indirectly by operation of the System Hardware outside the temperature, humidity and electrical ranges prescribed by System Hardware manufacturer(s).

D. SYSTEM HARDWARE MAINTENANCE SERVICE TIME:

(1) Availability of System Hardware Maintenance Services. System Hardware Maintenance Services shall be provided from 8 a.m. to 5 p.m. Pacific Time, Monday through Friday.

(2) Service Calls:

Contractor maintenance personnel except in circumstances that are beyond the control of Contractor, shall arrive at County Facility where System Hardware is located during the period described in Section D (1) above within four (4) hours after notification by County that System Hardware Maintenance Services are required. Notification for purposes of this Section D (2) may be by telephonic communication.

E. County RESPONSIBILITIES:

(1) County will provide Contractor reasonable access and availability to the System Hardware to perform System Hardware Maintenance Services during the specified period of service coverage. County will also provide adequate working space and facilities, on a non-exclusive use basis, including, heat, light, ventilation, electrical current and outlets for use by Contractor maintenance personnel, and adequate storage space, if required, for spare parts. All such facilities will be within a reasonable distance from the System Hardware to be serviced and will be provided at no charge to Contractor.

(2) County will not perform, attempt to perform, or cause to be performed maintenance or repair to such System Hardware receiving System Hardware Maintenance Services, except simple operational maintenance (e.g., cleaning tape drive heads) on such System Hardware as may be specified by Contractor. County, at Contractor's request, shall establish and maintain a hardware environment consistent with such specifications as may be furnished by Contractor from time to time.

**Appendix E
SCHEDULE I
MAINTENANCE SCHEDULE**

I. PROBLEM CORRECTION PRIORITY:

County and Contractor shall assign one of the following Priority Levels to each County service request submitted to Contractor’s Help Desk:

Priority Level	Severity Indicator	Nature of Problem	Response Time Goal ¹	Problem Resolution Time Fame Goal ²
1	Critical Problem	Problem is stopping Production Use.	System Software 30 minutes System Hardware 1 hour	System Software 6 hours System Hardware 8 hours
2	Urgent Problem	Problem is deterring Users from meeting schedules or is increasing time to complete normal business activities.	System Software 30 minutes System Hardware 1 hour	System Software 6 hours System Hardware 8 hours
3	Minor Problem	Inconsistencies or irregularities that cause inconvenience.	System Software 30 minutes System Hardware 1 hour	System Software 6 hours System Hardware 8 hours
4	Issue	Issues involving training, environment issues, assistance with ending data reports, or to schedule future software upgrades.	System Software 30 minutes System Hardware 1 hour	Within fifteen (15) working days or such other period as agreed to between County’s Project Director and Contractor’s Project Director.

¹ Response Time Goal is defined as the time starting when County logs a call and is given a call tracking number by Contractor’s Help Desk. Response Time Goal ends at the time Contractor’s support technician begins the resolution process (System Software only) or at the time Contractor’s hardware technician arrives at County Facility (System Hardware only).

² Problem Resolution Time Frame Goal for both System Software and System Hardware is the time from the end of the Resolution Time Goal until the call has either been resolved or a successful work-around has been implemented.

II. PROBLEM ESCALATION PROCESS

For System Hardware Maintenance Services, in the event Contractor does not meet the assigned Problem Resolution Time Frame Goal, the problem shall be escalated as follows:

- A. At end of the Response Time Goal plus two (2) hour, if no maintenance personnel are on site at County Facility, County will notify Contractor’s Help Desk. Contractor’s Help Desk will initiate contact with the Hardware Service provider for appropriate remedy.
- B. At end of the Response Time Goal plus four (4) hours, if no maintenance personnel are on site at County Facility, County will notify Contractor’s Help Desk and Contractor’s Project Manager.

Automated Cashiering System

- C. [Intentionally Omitted]
- D. At end of the Response Time Goal plus eight (8 hours, if no maintenance personnel are on site at County Facility, County will notify Contractor's Help Desk and Contractor's Project Director.
- E. In addition to the process above for notification, County will also have Contractor's Project Manager's telephone number and Contractor's Industry Specialist telephone number to contact regarding maintenance issues.

SCHEDULE OF SYSTEM MAINTENANCE – SYSTEM HARDWARE

ITEM NO.	PART NO.	DESCRIPTION	QTY	UNIT COST	TOTAL FIXED PRICE
1		Journal/Validation Printer with document imaging, MICR reader, electronic journal (1 st and 2 nd Year Spare in the Air*)	18	\$250.00	\$4,500.00
2		5133 OCR Scanner (1 st Year)	18	\$99.00	\$1,782.00
3		Monitor comes with three standard warranty which is not upgradeable	17	included	included
4		PC MAINTENANCE 5YR ONSITE 9X5 NBD EVO TOWER (1 st Year)	17	\$260.00	\$4,420.00
5		5133 OCR Scanner (2 nd Year)	18	\$99.00	\$1,782.00
6		PC MAINTENANCE 5YR ONSITE 9X5 NBD EVO TOWER (2 nd Year)	17	\$260.00	\$4,420.00
7		Server Maintenance	1	included	included
8		Journal/Validation Printer with document imaging, MICR reader, electronic journal (3 rd Year Spare in the Air*)	18	\$140.00	\$2,520.00
9		5133 OCR Scanner (3 rd Year)	18	\$99.00	\$1,782.00
10		PC MAINTENANCE 5YR ONSITE 9X5 NBD EVO TOWER (3 rd Year)	17	\$260.00	\$4,420.00
11		Journal/Validation Printer with document imaging, MICR reader, electronic journal (4 th Year Spare in the Air*)	18	\$140.00	\$2,520.00
12		5133 OCR Scanner (4 th Year)	18	\$99.00	\$1,782.00
13		PC MAINTENANCE 5YR ONSITE 9X5 NBD EVO TOWER (4 th Year)	17	\$260.00	\$4,420.00
14		Journal/Validation Printer with document imaging, MICR reader, electronic journal (5 th Year Spare in the Air*)	18	\$140.00	\$2,520.00
15		5133 OCR Scanner (5 th Year)	18	\$99.00	\$1,782.00
16		PC MAINTENANCE 5YR ONSITE 9X5 NBD EVO TOWER (5 th Year)	17	\$260.00	\$4,420.00
Subtotal					\$43,070.00
8.25% Sales Tax					
Total Fixed Price -					\$43,070.00

SCHEDULE OF SYSTEM MAINTENANCE – SYSTEM SOFTWARE

ITEM NO.	PART NO.	DESCRIPTION	QTY	UNIT COST	TOTAL FIXED PRICE
1		One-Step Annual License Fee (1 ST Year)	1	\$12,500.00	\$12,500.00
2		PC Charge Server Annual Support (1 ST Year)	1	\$199.00	\$199.00
3		One-Step Annual License Fee (2 nd Year)	1	\$12,500.00	\$12,500.00
4		PC Charge Server Annual Support (2 nd Year)	1	\$199.00	\$199.00
5		One-Step Annual License Fee (3 rd Year)	1	\$12,500.00	\$12,500.00
6		PC Charge Server Annual Support (3 rd Year)	1	\$199.00	\$199.00
7		One-Step Annual License Fee (4 th Year)	1	\$12,500.00	\$12,500.00
8		PC Charge Server Annual Support (4 th Year)	1	\$199.00	\$199.00
9		One-Step Annual License Fee (5 th Year)	1	\$12,500.00	\$12,500.00
		PC Charge Server Annual Support (5 th Year)	1	\$199.00	\$199.00
Subtotal					\$63,495.00
8.25% Sales Tax					
Total Fixed Price -					\$63,495.00

**CONTRACT FOR
AUTOMATED CASHIERING SYSTEM SERVICES**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACT FOR
AUTOMATED CASHIERING SYSTEM SERVICES**

**NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

_____ CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

EXHIBIT B2

Contractor Name _____ Contract No. _____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR’S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

EXHIBIT D
Schedule of System Hardware and Software

PRICE SCHEDULE FORM
SCHEDULE 1

CONTRACTOR NAME: CORE Business Technologies

1A. SCHEDULE OF SYSTEM HARDWARE - Computing					
ITEM NO.	PART NO.	DESCRIPTION	QTY	UNIT COST	TOTAL FIXED PRICE
1		MINI-TOWER (includes 2 Serial (db9) & 1 Parallel (db25) port): HP EVO D510 CMT P4-2.4GHZ 40GB HARD DRIVE 256MB RAM, 10/100 48X-CD W WINDOWS XP PRO	17	\$1,075.00	\$18,275.00
2		HP 15IN LCD MONITOR 1024X768 TFT1520 297MM SILVER/CARBON	17	\$425.00	\$7,225.00
3		Proliant ML570 G2 XEON-2GHZ 2MB Cache (1P) 512MB Tower 512MB REGISTERED DDR DIMM Kit (2X256MB) 1GB (2X512 MB) DDR 200MHZ Memory for use w/G2 Technology 15IN/13.8V CRT 1024X768 60HZ Carbon/silver S5500 36GB 10K U320 PLUGGABLE UNIVERSAL hard drive WINDOWS Server STD 2003 BUS-6.0 WINDOWS Server CAL 2003 DEVICE CAL MLF WINDOWS SVR STD 2003 ENG disk kit MVL CD MLF WINDOWS SVR 2000 ENG DISK KIT MVL CD 2BTN Mouse Combo PS2/SERIAL 40/80GB DLT1 VS80 LVD SCSI INT TAPE DRIVE ELEC MAINT 5YR ONSITE 24X7 4HR 7PK 20/40 35/70 40/80GB DLT IV BRIGHTSTOR ARCSERVE 9 FOR WIN: BASE PKGE	1	\$19,230.00	\$19,230.00
4		Shipping			TBD
Subtotal					\$44,730.00
8.25% Sales Tax					\$3,690.23
Total Fixed Price -					\$48,420.23
Contingency					\$2,000.00

EXHIBIT D
Schedule of System Hardware and Software

PRICE SCHEDULE FORM
SCHEDULE 1

CONTRACTOR NAME: CORE Business Technologies

1B. SCHEDULE OF SYSTEM HARDWARE – Cashiering Peripherals					
ITEM NO.	PART NO.	DESCRIPTION	QTY	UNIT COST	TOTAL FIXED PRICE
1	C31C411A8250	Journal/Validation Printer with document imaging, MICR reader, electronic journal	18	\$1,579.00	\$28,422.00
2		Magnetic Track Reader	18	\$99.00	\$1,782.00
3	5133	OCR Scanners	18	\$730.00	\$13,140.00
4		Shipping		500.00	500.00
Subtotal					\$43,844.00
8.25% Sales Tax					\$3,575.88
Total Fixed Price -					\$47,419.88

EXHIBIT D
Schedule of System Hardware and Software

PRICE SCHEDULE FORM
SCHEDULE 2

CONTRACTOR NAME: CORE Business Technologies

2. SCHEDULE OF OPERATING SOFTWARE					
ITEM NO.	PART NO.	DESCRIPTION	QTY	UNIT COST	TOTAL FIXED PRICE
1	228-00782	SQL Server 2000 STD Bus 5.0	1	\$659.00	\$659.00
2	359-00532	SQL Server 2000 Bus CAL	1	\$2,460.00	\$2,460.00
3	228-00694	WWF SQL Server 2000 Disk Kit	1	\$26.13	\$26.13
4	228-00689	WWF SQL Server 2000 Standard Doc Kit	1	\$27.50	\$27.50
5		PC Charge Server	1	\$2,950.00	\$2,950.00
6					
7					
8					
9					
Subtotal					\$6,119.63
8.25% Sales Tax					
Total Fixed Price -					\$6,119.63

EXHIBIT D
Schedule of System Hardware and Software

PRICE SCHEDULE FORM
SCHEDULE 3

CONTRACTOR NAME: CORE Business Technologies

3. SCHEDULE OF BASELINE APPLICATION SOFTWARE					
ITEM NO.	PART NO.	DESCRIPTION	QTY	UNIT COST	TOTAL FIXED PRICE
1	RP	One-Step Payment Processing System (Initial 5 client license)	1	\$35,000.00	\$35,000.00
2	RP5	One-Step Payment Processing System (additional 5 client license)	2	\$20,000.00	\$40,000.00
3	RP1	One-Step Payment Processing System (additional single client license)	2	\$5,000.00	\$10,000.00
4					
5					
6					
7					
8					
9					
Subtotal					\$85,000.00
8.25% Sales Tax					
Total Fixed Price -					\$85,000.00

EXHIBIT D
Schedule of System Hardware and Software

PRICING SCHEDULE FORM
SCHEDULE 4

CONTRACTOR NAME: CORE Business Technologies

4. SCHEDULE OF INTERFACE REQUIREMENTS					
ITEM NO.	PART NO.	DESCRIPTION	QTY	UNIT COST	TOTAL FIXED PRICE
1		Optional HLLAPI Interface (1 Host system, up to 10 screens)	1	\$5,250.00	\$5,250.00
2					
3					
4					
5					
6					
7					
8					
9					
Subtotal					\$5,250.00
8.25% Sales Tax					
Total Fixed Price -					\$5,250.00

EXHIBIT D
Schedule of System Hardware and Software

PRICE SCHEDULE FORM
SCHEDULE 5

CONTRACTOR NAME: CORE Business Technologies

5. AUTOMATED CASHIERING SYSTEM TOTAL FIXED PRICE		
SCH NO.	DESCRIPTION	TOTAL FIXED PRICE
1A	Schedule of System Hardware – Computing Hardware	\$48,420.23
1B	Schedule of System Hardware – System Peripherals	\$47,419.88
2	Schedule of Operating Software	\$6,119.23
3	Schedule of Baseline Application Software	\$85,000.00
4	Schedule of Interface Requirements	\$5,250.00
5	Travel Expenses (not to exceed)	\$20,000.00
6		
7		
Total Fixed Price -		\$212,209.34

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

EXHIBIT F – Preferred Escrow Agreement

PREFERRED ESCROW AGREEMENT

Account Number _____

This Agreement is effective as of the Effective Date as defined in the Agreement for an Automated Cashiering System for the County of Los Angeles, (the "Underlying Agreement") entered into by and between the County of Los Angeles Treasurer and Tax Collector ("Licensee") and CORE Business Technologies ("Licensor") and is among John Earle, Esquire ("Escrow Agent"), Licensor and Licensee, who collectively may be referred to in this Agreement as the "Parties." Capitalized terms used but not otherwise defined herein have the same respective meanings described to them in the Underlying Agreement.

RECITALS

- A. Licensor and Licensee have entered into the Underlying Agreement regarding certain proprietary technology of Licensor;
- B. Licensor desires to avoid disclosure of its proprietary technology except under certain limited circumstances;
- C. The availability of the proprietary technology of Licensor is critical to Licensee in the conduct of its business and, therefore, Licensee needs access to the proprietary technology under certain limited circumstances;
- D. Licensor and Licensee desire to establish an escrow with Escrow Agent to provide for the retention, administration and controlled access of the proprietary technology materials of Licensor; and
- E. The Parties desire this Agreement to be supplementary to the Underlying Agreement pursuant to 11 United States [Bankruptcy] Code, Section 365(n).

NOW, THEREFORE, based upon the foregoing recitals, the Parties further agree as follows:

ARTICLE 1 -- DEPOSITS

- 1.1 **Obligation to Make Deposit.** Upon the signing of this Agreement by the Parties, Licensor shall deliver to Escrow Agent the proprietary technology and other materials required to be deposited by the Underlying Agreement and/or the materials identified on Exhibit A to this Agreement. Licensor shall subsequently deliver additional material upon delivery to Licensee of all Custom Programming Modifications required to be completed pursuant to the Underlying Agreement and as such materials are updated from time to time ("Subsequent Materials"). Escrow Agent shall have no obligation with respect to the preparation, signing or delivery of Exhibit A.
- 1.2 **Identification of Tangible Media.** Prior to the delivery of the Deposit Materials and Subsequent Materials to Escrow Agent, Licensor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which

EXHIBIT F – Preferred Escrow Agreement

the Deposit Materials or Subsequent Materials are written or stored. Additionally, Licensor shall complete Exhibit B to this Agreement by listing each such tangible media by the item label description, the type of media and the quantity. The Exhibit B must be signed by Licensor and delivered to Escrow Agent with the Deposit Materials and Subsequent Materials. Unless and until Licensor makes the initial deposit with Escrow Agent, Escrow Agent shall have no obligation with respect to this Agreement, except the obligation to notify the Parties regarding the status of the deposit account as required in Section 2.2 below.

- 1.3 **Deposit Inspection.** When Escrow Agent receives the Deposit Materials and Subsequent Materials and the Exhibit B, Escrow Agent conduct a deposit inspection by visually matching the labeling of the tangible media containing the Deposit Materials and Subsequent Materials to the item descriptions and quantity listed on the Exhibit B. In addition to the deposit inspection, Licensee may elect to cause a verification of the Deposit Materials and Subsequent Materials in accordance with Section 1.6 below.
- 1.4 **Acceptance of Deposit.** At completion of the deposit inspection as required in Section 1.6 below, if Escrow Agent determines that the labeling of the tangible media matches the item descriptions and quantity on Exhibit B and verifies the Deposit Materials and/or Subsequent Materials, Escrow Agent will date and sign the Exhibit B and mail requested return receipt a copy thereof to Licensor and Licensee. If Escrow Agent determines that the labeling does not match the item descriptions or quantity on Exhibit B, Escrow Agent will (a) note the discrepancies in writing on the Exhibit B; (b) date and sign the Exhibit B with the exceptions noted; and (c) mail a copy of the Exhibit B to Licensor and Licensee. Escrow Agent's acceptance of the deposit occurs upon the signing of the Exhibit B by Escrow Agent. Delivery of the signed Exhibit B to Licensee is Licensee's notice that the Deposit Materials have been received and accepted by Escrow Agent.
- 1.5 **Licensor's Representations.** Licensor represents and warrants as follows:
- a. Licensor lawfully possesses all of the Deposit Materials and Subsequent Materials deposited with Escrow Agent;
 - b. With respect to all of the Deposit Materials and Subsequent Materials, Licensor has the right and authority to grant to Escrow Agent and Licensee the rights as provided in this Agreement;
 - c. The Deposit Materials and Subsequent Materials are not subject to any lien or other encumbrance;
 - d. The Deposit Materials and Subsequent Materials consist of the proprietary technology and other materials identified either in the Underlying Agreement and/or Exhibit A, as the case may be; and
 - e. The Deposit Materials and Subsequent Materials are readable and useable in their current form or, if any portion of the Deposit or Subsequent Materials are encrypted, the decryption tools and decryption keys have also been deposited.

EXHIBIT F – Preferred Escrow Agreement

- 1.6 **Verification.** Escrow Agent shall, at Licensor's expense and Licensee's request, cause a verification of any Deposit Materials and Subsequent Materials. Licensee shall notify Licensor and Escrow Agent of Licensee's request for verification. Licensor shall have the right to be present at the verification. The verification shall determine, in different levels of detail, the accuracy, completeness, sufficiency and quality of the Deposit Materials and Subsequent Materials. If a verification is elected after the Deposit Materials and Subsequent Materials have been delivered to Escrow Agent, then only Escrow Agent, or at Escrow Agent's election an independent person or company selected and supervised by Escrow Agent, may perform the verification.
- 1.7 **Deposit Updates.** Unless otherwise provided by the Underlying Agreement, Licensor shall update the Deposit and Subsequent Materials within 15 days of each release of a new version of the product which is subject to the Underlying Agreement. Such updates will be added to the existing deposit. All deposit updates shall be listed on a new Exhibit B and the new Exhibit B shall be signed by Licensor. Each Exhibit B will be held and maintained separately within the escrow account. An independent record will be created which will document the activity for each Exhibit B. The processing of all deposit updates shall be in accordance with Sections 1.2 through 1.6 above. All references in this Agreement to the Deposit Materials shall include the Deposit and Subsequent Materials and any updates.
- 1.8 **Removal of Deposit Materials.** The Deposit Materials may be removed and/or exchanged only on written instructions mutually signed by Licensor and Licensee, or as otherwise provided in this Agreement.

ARTICLE 2 -- CONFIDENTIALITY AND RECORD KEEPING

- 2.1 **Confidentiality.** Escrow Agent shall maintain the Deposit Materials and Subsequent Materials in a secure, environmentally safe, locked facility which is accessible only to authorized representatives of Escrow Agent. Escrow Agent shall reasonably protect the confidentiality of the Deposit Materials and Subsequent Materials. Except as provided in this Agreement, Escrow Agent shall not disclose, transfer, make available, or use the Deposit Materials. Escrow Agent shall not disclose the content of this Agreement to any third party. If Escrow Agent receives a subpoena or other order of a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Materials and/or Subsequent Materials, Escrow Agent will immediately notify the Parties to this Agreement unless prohibited by law. It shall be the responsibility of Licensor to challenge any such order; provided, however, that Escrow Agent does not waive its rights to present its position with respect to any such order. Escrow Agent will not be required to disobey any court or other judicial tribunal order. (See Section 7.5 below for notices of requested orders.)
- 2.2 **Status Reports.** Escrow Agent will issue to Licensor and Licensee a report profiling the account history at least semi-annually. Escrow Agent may provide copies of the account history pertaining to this Agreement upon the request of any party to this Agreement.
- 2.3 **Audit Rights.** During the term of this Agreement, Licensor and Licensee shall each have the right to inspect the written records of Escrow Agent pertaining to this

EXHIBIT F – Preferred Escrow Agreement

Agreement. Any inspection shall be held during normal business hours and following reasonable prior notice.

ARTICLE 3 -- GRANT OF RIGHTS TO ESCROW AGENT

- 3.1 **Title to Media.** Licensor hereby transfers to Escrow Agent the title to the media upon which the proprietary technology and materials are written or stored. However, this transfer does not include the ownership of the proprietary technology and materials contained on the media such as any copyright, trade secret, patent or other intellectual property rights.
- 3.2 **Right to Make Copies.** Escrow Agent shall have the right to make copies of the Deposit Materials as reasonably necessary to perform this Agreement. Escrow Agent shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on the Deposit Materials onto any copies made by Escrow Agent. With all Deposit Materials submitted to Escrow Agent, Licensor shall provide any and all instructions as may be necessary to duplicate the Deposit Materials including but not limited to the hardware and/or software needed.
- 3.3 **Right to Transfer Upon Release.** Licensor hereby grants to Escrow Agent the right to transfer the Deposit Materials to Licensee upon any release of the Deposit Materials for use by Licensee in accordance with Section 4.3. Except upon such a release or as otherwise provided in this Agreement, Escrow Agent shall not transfer the Deposit Materials.

ARTICLE 4 -- RELEASE OF DEPOSIT

- 4.1 **Release Conditions.** As used in this Agreement, "Release Condition" shall mean any of the following in combination with 4.1.g.:
- a. Licensor ceases to pay or has admitted in writing its inability to pay its debts for at least forty five (45) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Licensor is insolvent within the meaning of the United States Bankruptcy Code, provided that Licensor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by Licensee; or
 - b. The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within forty five (45) days) regarding Licensor under the United States Bankruptcy Code; or
 - c. The appointment of a receiver or trustee for Licensor; or

EXHIBIT F – Preferred Escrow Agreement

- d. The execution by Licensor of a general assignment for the benefit of creditors; or
- e. If Licensee issues a notice to Licensor to terminate the Underlying Agreement and presents a true and correct copy of said notice to Escrow Agent; or
- f. Licensor's non-payment of fees owed under this Agreement; and
- g. Licensor has not made adequate provisions of the continued support of the Licensee.

4.2 **Filing For Release of Deposit by Licensee.** Upon written notice to Escrow Agent by Licensee of the occurrence of a Release Condition as defined in Section 4.1, Escrow Agent shall so notify Licensor by certified mail with a copy of the notice from the Licensee.

Within three (3) business days of receiving Licensee's notice of the occurrence of a Release Condition, Escrow Agent shall release the Deposit Materials to the Licensee. If Licensor disputes Escrow Agent's release of the Deposit, Licensor and Licensee shall resolve the dispute pursuant to the Underlying Agreement. Regardless of whether Licensor disputes Escrow Agent's release of the Deposit, Escrow Agent is authorized and hereby directed by Licensor and Licensee to immediately release the Deposit to the Licensee. This Agreement will terminate upon the release of the Deposit Materials held by Escrow Agent.

4.3 **Right to Use Following Release.** Upon release of the Deposit Materials in accordance with this Article 4, Licensee shall have the right to use the Deposit Materials as provided for in the Underlying Agreement.

ARTICLE 5 -- TERM AND TERMINATION

5.1 **Term of Agreement.** The initial term of this Agreement is for a period of five years. Thereafter, this Agreement shall automatically renew from year-to-year unless (a) Licensor and Licensee jointly instruct Escrow Agent in writing that the Agreement is terminated; or (b) the Agreement is terminated by Escrow Agent for nonpayment in accordance with Section 5.2. If the Deposit Materials and/or Subsequent Materials are subject to another escrow agreement with Escrow Agent, Escrow Agent reserves the right, after the initial one year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2 **Termination for Nonpayment.** In the event of Licensor's nonpayment of fees owed to Escrow Agent, Escrow Agent shall provide written notice of delinquency to all Parties to this Agreement. If the past due payment is not received in full by Escrow Agent within one month of the date of such notice, then Escrow Agent shall terminate this Agreement immediately by sending written notice of termination to all parties.

EXHIBIT F – Preferred Escrow Agreement

- 5.3 **Disposition of Deposit Materials Upon Termination.** In accordance with Article 4.2, upon termination of this Agreement pursuant to Section 5.2 or as a result of any Licensor breach, Escrow Agent shall deliver the Deposit Materials and Subsequent Materials to Licensee. Escrow Agent shall have no obligation to return or destroy the Deposit Materials and Subsequent Materials if such Materials are subject to another escrow agreement with Escrow Agent and Licensee.
- 5.4 **Survival of Terms Following Termination.** Upon termination of this Agreement, the following provisions of this Agreement shall survive:
- a. Licensor's obligations under Section 1.5 (Licensor's Representations);
 - b. The obligations of confidentiality with respect to the Deposit Materials;
 - c. The rights granted in the sections entitled Right to Transfer Upon Release (Section 3.3) and Right to Use Following Release (Section 4.3);
 - d. The obligation to pay Escrow Agent any fees and expenses due;
 - e. The provisions of Article 7 (Liability and Disputes); and
 - f. Any provisions in this Agreement which specifically state they survive the termination or expiration of this Agreement.

ARTICLE 6 -- ESCROW AGENT'S FEES

- 6.1 **Fee Schedule.** Licensor shall be solely responsible to pay, and shall pay, any and all fees, costs, and expenses due to Escrow Agent under this Agreement. Escrow Agent is entitled to be paid its standard fees and expenses applicable to the services provided. Escrow Agent shall notify Licensor at least 60 days prior to any increase in fees. For any service not listed on Escrow Agent's standard fee schedule, Escrow Agent will provide a quote prior to rendering the service, if requested, as set forth in Exhibit D to this Agreement.
- 6.2 **Payment Terms.** Fees for the initial five-year term are due and payable in advance by Licensor upon the Effective Date or receipt of the Deposit Materials whichever is earliest. If invoiced fees are not paid, Escrow Agent may terminate this Agreement in accordance with Sections 5.2 and 5.3. Late fees on past due amounts shall accrue interest at the rate of one and one-half percent per month (18% per annum) from the date of the invoice.

ARTICLE 7 -- LIABILITY AND DISPUTES

- 7.1 **Right to Rely on Instructions.** Escrow Agent may act in reliance upon any instruction, instrument, or signature reasonably believed by Escrow Agent to be genuine. Escrow Agent may assume that any employee identified in Exhibit C as a designated contact of a Party to this Agreement who gives any written notice, request, or instruction has the

EXHIBIT F – Preferred Escrow Agreement

authority to do so. Escrow Agent will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document from a designated contact. Escrow Agent shall not be responsible for failure to act as a result of causes beyond the reasonable control of Escrow Agent.

- 7.2 **Indemnification.** Licensor agrees to indemnify, defend and hold harmless Escrow Agent and Licensee from any and all claims, actions, damages, arbitration fees and expenses, costs, attorney's fees and other liabilities (“Liabilities”) incurred by Escrow Agent or Licensee relating in any way to this escrow arrangement unless such Liabilities were caused solely by the negligence or willful misconduct of Escrow Agent. Licensee agrees to hold Escrow Agent harmless from all Liabilities arising from Escrow Agent properly following any instruction provided in writing by Licensee’s designated contact.
- 7.3 **Dispute Resolution.** Any dispute relating to or arising from this Agreement shall be resolved in accordance with the terms and conditions set forth in the Underlying Agreement. If Escrow Agent is involved in the dispute, such dispute shall be resolved by a court of competent jurisdiction in Los Angeles, California, which shall be the exclusive venue for disputes arising under this Agreement.
- 7.4 **Controlling Law.** This Agreement is to be governed and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.
- 7.5 **Notice of Requested Order.** If any party intends to obtain an order from any court of competent jurisdiction which may direct Escrow Agent to take, or refrain from taking any action, that party shall ensure that Escrow Agent not be required to deliver the original (as opposed to a copy) of the Deposit Materials, if Escrow Agent must retain the original in its possession to fulfill any of its other express duties.
- 7.6 Escrow Agent shall provide Licensee with proof of coverage against risk of loss or damage to the Deposit Materials.

ARTICLE 8 -- GENERAL PROVISIONS

- 8.1 **Entire Agreement.** This Agreement, which includes the Exhibits described herein, embodies the entire understanding among the Parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. Escrow Agent is not a party to the Underlying Agreement between Licensor and Licensee and has no knowledge of any of the terms or provisions of any such Underlying Agreement except as to those identified herein. Escrow Agent’s only obligations to Licensor or Licensee are as set forth in this Agreement and at law. No amendment or modification of this Agreement shall be valid or binding unless signed by all the Parties hereto, except that Exhibit A need not be signed by Escrow Agent, Exhibit B need not be signed by Licensee and Exhibit C need not be signed.
- 8.2 **Notices.** All notices, invoices, payments, deposits and other documents and communications shall be given to the Parties at the addresses specified in the attached Exhibit C to this Agreement. It shall be the responsibility of the Parties to notify each other as provided in this Section in the event of a change of address. The Parties shall

EXHIBIT F – Preferred Escrow Agreement

have the right to rely on the last known address of the other Parties. Unless otherwise provided in this Agreement, all documents and communications may be delivered by First Class mail.

8.3 **Severability.** In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the Parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.4 **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. However, Escrow Agent shall have no obligation in performing this Agreement to recognize any successor or assign of Licensor or Licensee unless Escrow Agent receives clear, authoritative and conclusive written evidence of the change of Parties.

8.5 **Regulations.** Licensor and Licensee are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Deposit Materials may be delivered in accordance with the provisions of this Agreement.

CORE Business Technologies

County of Los Angeles
Treasurer and Tax Collector

Licensor
By: _____
Name: _____
Title: _____
Date: _____

Licensee
By: _____
Name: _____
Title: _____
Date: _____

John Earle, Esquire

Escrow Agent
By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT F – Preferred Escrow Agreement

EXHIBIT A

DEPOSIT MATERIALS

Account Number _____

Licensor represents to Licensee that Deposit Materials delivered to Escrow Agent shall consist of the following:

CORE Business Technologies

County of Los Angeles
Treasurer and Tax Collector

Licensor

Licensee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT F – Preferred Escrow Agreement

EXHIBIT B

DESCRIPTION OF DEPOSIT MATERIALS

Depositor Company Name _____

Account Number _____

Product Name _____ Version _____
(Product Name will appear as the Exhibit B Name on Account History report)

DEPOSIT MATERIAL DESCRIPTION:

Quantity	Media Type & Size	Label Description of Each Separate Item
_____	Disk 3.5" or _____	
_____	DAT tape _____mm	
_____	CD-ROM	
_____	Data cartridge tape _____	
_____	TK 70 or _____ tape	
_____	Magnetic tape _____	
_____	Documentation	
_____	Other _____	

PRODUCT DESCRIPTION:

Environment _____

DEPOSIT MATERIAL INFORMATION:

Is the media encrypted? Yes / No If yes, please include any passwords and the decryption tools.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

Other required information _____

I certify for **Depositor** that the above-described
Deposit Materials have been transmitted to DSI:

John Earle, Esquire has inspected and
accepted the above
materials (any exceptions are noted above):

Signature _____

Print Name _____

Date _____

Signature _____

Print Name _____

Date Accepted _____

Exhibit B# _____

DESIGNATED CONTACT

Account Number _____

Notices, deposit material returns and communications to Licensor should be addressed to:

CORE Business Technologies
2224 Pawtucket Avenue
East Providence, RI 02941-1784

Designated Contact: _____
Telephone: _____
Facsimile: _____

Invoices to Licensee should be addressed to:

County of Los Angeles
Treasurer and Tax Collector
Accounts payable Section
500 West Temple Street, Room 464
Los Angeles, CA 90012

Notices and communications to Licensee should be addressed to:

County of Los Angeles
Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 464
Los Angeles, CA 90012

Designated Contact: W. Michael Harman, Assistant Operations Chief
Telephone: 213-974-2030
Fax: 213-687-4857
Alternate Contact: Dorothea Holliday, Contract Analyst
Telephone 213-893-0941
Fax: 213-687-4857

Requests from Licensor or Licensee to change the designated contact should be given in writing by the designated contact or an authorized employee of Licensor or Licensee.

Contracts, Deposit Materials and notices to Escrow Agent should be addressed to:
John Earle, Esquire
222 Jefferson Blvd.
Warwick, RI 02888

Invoice inquiries and fee remittances to Escrow Agent should be addressed to: